

JS 44 (Rev. 09/19)

## CIVIL COVER SHEET

20 3981

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

Southeast Power Group, Inc., a/k/a Southeast Diesel Corp., a Florida corporation

(b) County of Residence of First Listed Plaintiff Miami-Dade, FL

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

BUCHANAN INGERSOLL &amp; ROONEY PC, Matthew T. Corso (PA Bar ID 73447); Michael W. Bootler, (PA Bar ID 201639); 50 S. 16th St, Ste 3200; (215) 665-8700

## DEFENDANTS

SAP America, Inc., a Delaware Corporation

County of Residence of First Listed Defendant Delaware County, PA

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

COZEN O'CONNOR, PC; Gregory J. Star (Pa. ID 89389); Isaac A. Blinkovitz (Pa. ID 322766); 1650 Market St, Ste 2800; 215-665-5566

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

(For Diversity Cases Only)

- |   | PTF                                   | DEF                                   |   | PTF                                   | DEF                                   |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4            | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input checked="" type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 CableSat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. §§1332, 1441, 1446, Fed. R. Civ. P. 81(c).

Brief description of cause:

Alleged negligence and negligent misrepresentation arising out of a non-party's installation of Defendant's software

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 2,000,000.00

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Unassigned, appeal to 11th Circuit C.A.

DOCKET NUMBER 19-13674-J (U.S. 11th Cir.)

DATE

01/21/2020

SIGNATURE OF ATTORNEY OF RECORD

Is Isaac Blinkovitz

JAN 22 2020

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

JAN 22 2020

**TJS**  
UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**DESIGNATION FORM**

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 5820 N.W. 84TH Avenue, Miami, FL 33166  
 Address of Defendant: 3999 West Chester Pike, Newtown Square, PA 19073  
 Place of Accident, Incident or Transaction: Florida and Pennsylvania

**RELATED CASE, IF ANY:**

Case Number: 19-13674-J Judge: unassigned (11th Cir.) Date Terminated: ongoing appeal

Civil cases are deemed related when Yes is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: Jan. 23, 2020

Isaac Binkovitz  
Attorney-at-Law / Pro Se Plaintiff

322766  
Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases  
(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☒ 9. All other Diversity Cases  
(Please specify): Business tort, misrepresentation

**ARBITRATION CERTIFICATION**

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Isaac Binkovitz, counsel of record or pro se plaintiff, do hereby certify:

- ☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- ☒ Relief other than monetary damages is sought.

DATE: Jan-23, 2020

Isaac Binkovitz  
Attorney-at-Law / Pro Se Plaintiff

322766  
Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

JAN 22 2020

TJS

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Southwest Power Group Inc.  
a/k/a Southwest Diesel Corp.  
SAP America, Inc.

CIVIL ACTION

20 398

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

1/23/2020

Date

215 665 5506

Telephone

Isaac Binkovitz

Attorney-at-law

215 701 2433

FAX Number

SAP America, Inc.

Attorney for

IBINKOVITZ@COZEN.com

E-Mail Address

(Civ. 660) 10/02

JAN 22 2020

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SOUTHEAST POWER GROUP, INC.,  
a/k/a SOUTHEAST DIESEL CORP.,  
a Florida corporation,

Plaintiff,

v.

SAP America, Inc., a Delaware corporation,

Defendant.

Case No.

**20 398**

**JURY TRIAL DEMANDED**

**DEFENDANT SAP AMERICA, INC.'S NOTICE OF REMOVAL  
WITH INCORPORATED MEMORANDUM OF LAW**

Defendant/Petitioner, SAP America, Inc. ("SAP"), by and through its undersigned counsel and pursuant to 28 U.S.C. §§1332, 1441, 1446, Fed. R. Civ. P. 81(c), respectfully petitions this Court for removal of the above-captioned action from the Court of Common Pleas of Philadelphia County, to the United States District Court for the Eastern District of Pennsylvania, Philadelphia Division [Exhibit 1: Notice to Defend and Complaint against SAP]. In support thereof, SAP states as follows:

1. On December 30, 2019, Plaintiff filed its state court Complaint styled *Southeast Power Group, Inc. a/k/a Southeast Diesel Corp. v. SAP America, Inc.*, Case No.: 191203902 in the Court of Common Pleas for Philadelphia County, Pennsylvania alleging counts against SAP arising out of the installation of certain software to and for Plaintiff by a non-party, Vision 33, Inc.

2. SAP received the Complaint when it was filed on the docket on December 31, 2019. [Exhibit 1].

3. Plaintiff is a resident of Miami-Dade County, Florida, and deemed a citizen of the State of Florida. [Exhibit 1].

4. Defendant SAP America is a corporation organized under the laws of the State of Delaware with its primary place of business in the Commonwealth of Pennsylvania. SAP is a citizen and of Delaware and of Pennsylvania. [Exhibit 2: Extracts from public records of Delaware, Pennsylvania, and Hoovers regarding the citizenship of SAP].

5. SAP's Removal Petition has been filed within thirty days after SAP received Plaintiff's Summons and Complaint [Exhibit 1].

6. Venue is proper in the Eastern District of Pennsylvania pursuant to 28 U.S.C. §1446 as the state court action originated in Philadelphia County.

7. Pursuant to 28 U.S.C. §1446 (a), the docket sheet in the state court action is attached hereto as Exhibit 3. No documents have been filed on the docket other than the Notice to Defend and Complaint attached as Exhibit 1 hereto.

8. SAP has filed the removal fee contemporaneously with the filing of this Notice of Removal.

9. Pursuant to 28 U.S.C. § 1446 (d), SAP has given written notice of the removal of the state court action to Plaintiff's counsel and will file a Notice of Filing of Notice of Removal with the Philadelphia Court of Common Pleas. A true and correct copy of the form of this notice is attached hereto as Exhibit 4.

#### **MEMORANDUM OF LAW**

Removal of this action is based on diversity jurisdiction pursuant to 28 U.S.C. §1332, as complete diversity exists between the parties and the amount in controversy exceeds the statutorily mandated threshold requirement of \$75,000.00. Accordingly, this action may be removed to this Court pursuant to 28 U.S.C. §1441 (a) and (b). 28 U.S.C. §1441(a) states: "any civil action brought in a state court in which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district



and division embracing the place where such action is pending.” A defendant seeking removal to federal court must demonstrate that the district court has original jurisdiction of the action pending in state court. *Johnson v. SmithKline Beecham Corp.*, 724 F.3d 337, 346 (3d Cir. 2013).

The burden is on the party requesting removal to federal court to show that it has met all of the applicable statutory requirements. *Abels v. State Farm Fire Cas. Co.*, 770 F.2d 26, 29 (3d Cir. 1985). A defendant may introduce its own affidavits, declarations or other documentation to meet its burden. *See, e.g., USX Corp. v. Adriatic Insurance*, 345 F.3d 190, 206 n.12 (3d Cir. 2003). In this Notice of Removal, Defendant has met its burden and has fully complied with the statutory requirements for removal of the case to federal court.

Diversity jurisdiction exists pursuant to 28 U.S.C. §1332, where there is complete diversity among the parties. *Strawbridge v. Curtis*, 7 U.S. 267 (1806). As indicated above, Plaintiff is a citizen of Miami-Dade County, Florida. Defendant SAP is a foreign corporation incorporated in the State of Delaware with its principal place of business in the United States in Pennsylvania. Therefore, this is an action between citizens of different states.

In conjunction with diversity of citizenship, this action is removable to federal court since the amount in controversy exceeds the statutorily mandated threshold requirement of \$75,000.00. Plaintiff alleges damages “in excess of Two Million Dollars (\$2,000,000)[.]” Defendant has satisfied the burden for removal to federal court.

Defendant’s Removal Petition is filed herein within thirty days of its receipt of Plaintiff’s Summons and Complaint. Defendant SAP (citizen of Pennsylvania and Delaware) is diverse from Plaintiff Southeast Power Group, Inc., f/k/a Southeast Diesel Corp. (citizen of Florida), and the amount in controversy is in excess of \$75,000.00. In accordance with 28 U.S.C. §§1332, 1441, 1446 (b)(3), removal is timely and proper.

**CONCLUSION**

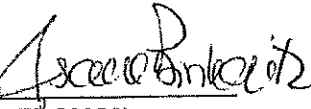
This action is removable to federal court pursuant to 28 U.S.C. §1332 since there is diversity of citizenship between the parties and the amount in controversy exceeds the statutorily mandated threshold requirement of \$75,000.00. SAP's removal is timely filed pursuant to 28 U.S.C. §1446. SAP has met its jurisdictional burden, and the District Court has original jurisdiction of this action.

WHEREFORE, Defendant/Petitioner, SAP America, Inc. respectfully requests this action now pending against it in the Court of Common Pleas for Philadelphia County, Pennsylvania be removed to this Honorable Court, and that the Court assume full jurisdiction over the cause herein as provided by law, and grant such further relief as this Court deems just and appropriate.

Date: January 21, 2020

Respectfully submitted,

By: /s/ Isaac Binkovitz



Gregory J. Star (Pa. ID 89389)

Isaac A. Binkovitz (Pa. ID 322766)

**COZEN O'CONNOR, P.C.**

1650 Market Street, Suite 2800

Philadelphia, PA 19103

T: 215-665-5506

F: 215-701-2433

gstar@cozen.com

ibinkovitz@cozen.com

*Counsel for Defendant/Petitioner, SAP America,  
Inc.*



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on January 21, 2020, I served the foregoing document on all counsel of record or pro se parties identified below via CM/ECF or in the manner otherwise specified:

Michael W. Bootier, Esq.  
Matthew T. Corso, Esq.  
Lauren E. Pezor, Esq.  
Email: [matthew.corso@bipc.com](mailto:matthew.corso@bipc.com)  
[michael.bootier@bipc.com](mailto:michael.bootier@bipc.com)  
[mauren.pezor@bipc.com](mailto:mauren.pezor@bipc.com)

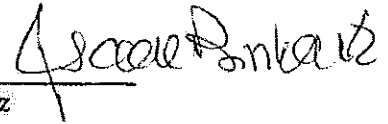
**BUCHANAN INGERSOLL & ROONEY PC**

Two Liberty Place  
50 S. 16<sup>th</sup> Street, Suite 3200  
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Peter M. Feaman, Esq.  
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**PETER M. FEAMAN, P.A.**  
3695 Boynton Beach Blvd., Suite 9  
Boynton Beach, FL 33436  
Telephone No. (561) 734-5552  
Facsimile No. (561) 743-5554

*Counsel for Plaintiff, Southeast Power Group, Inc., a/k/a Southeast Diesel Corp.*  
*Via CM/ECF*

By: /s/ Isaac Binkovitz  
Isaac A. Binkovitz



# EXHIBIT 1

Court of Common Pleas of Philadelphia County  
Trial Division  
**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)	
<b>DECEMBER 2019</b>	<b>003902</b>
E-Filing Number: 1912065019	

PLAINTIFF'S NAME SOUTHEAST POWER GROUP, INC., ALIAS: SOUTHEAST DIESEL CORP.		DEFENDANT'S NAME SAP AMERICA, INC.	
PLAINTIFF'S ADDRESS 5820 N.W. 84TH AVENUE MIAMI FL 33166		DEFENDANT'S ADDRESS 3999 WEST CHESTER PIKE NEWTOWN SQUARE PA 19073	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____		
CASE TYPE AND CODE 2L - LIBEL, SLANDER, MISREPRESENT			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES    NO	
FILED PROPROTHY DEC 30 2019 M. BRYANT			
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>SOUTHEAST POWER GROUP, INC.</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY MICHAEL W. BOOTIER		ADDRESS BUCHANAN INGERSOLL & ROONEY PC TWO LIBERTY PLACE 50 S. 16TH STREET, STE 3200 PHILADELPHIA PA 19103	
PHONE NUMBER (215) 665-3833	FAX NUMBER (215) 665-8760		
SUPREME COURT IDENTIFICATION NO. 201639		E-MAIL ADDRESS michael.bootier@bipc.com	
SIGNATURE OF FILING ATTORNEY OR PARTY MICHAEL BOOTIER		DATE SUBMITTED Monday, December 30, 2019, 02:09 pm	

FINAL COPY (Approved by the Prothonotary Clerk)

**THIS IS NOT AN ARBITRATION MATTER.  
AN ASSESSMENT OF DAMAGES HEARING IS  
REQUESTED.**

Filed and Entered by the  
Office of Judicial Records  
30 DEC 2019 02:09 pm  
M. BRYANT

**BUCHANAN INGERSOLL & ROONEY PC**  
Matthew T. Corso, Esquire (PA Bar ID 73447)  
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*Attorneys for Plaintiff*

SOUTHEAST POWER GROUP, INC., a/k/a  
SOUTHEAST DIESEL CORP.,  
a Florida Corporation,  
5820 N.W. 84th Ave.  
Miami, FL 33166

Plaintiff,

v.

SAP America, Inc., a Delaware Corporation  
3999 West Chester Pike  
Newtown Square, PA 19073

Defendant.

**COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY  
PENNSYLVANIA**

December Term, 2019

No.

**JURY TRIAL DEMANDED**

**NOTICE TO DEFEND**

<p align="center"><b>"NOTICE"</b></p> <p>"You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.</p> <p><b>"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP."</b></p> <p><b><u>THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.</u></b></p> <p>PHILADELPHIA BAR ASSOCIATION LAWYER REFERRAL and INFORMATION SERVICE One Reading Center Philadelphia, Pennsylvania 19107 (215) 238-1701"</p>	<p align="center"><b>"AVISO"</b></p> <p>"Le has demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las páginas siguientes, tiene veinte (20) días, a partir de recibir esta demanda y la notificación para comparecer personalmente o por un abogado una comparecencia escrita y también para contestar con la corte en forma escrita sus defensas y objeciones a las demandas nombradas. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.</p> <p><b>USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELÉFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACIÓN SOBRE CONTRATAR A UN ABOGADO.</b></p> <p><b><u>SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACIÓN SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.</u></b></p> <p>ASOCIACION DE LICENCIADOS DE FILADELPHIA SERVICO DE REFERENCIA E INFORMACION LEGAL One Reading Center Philadelphia, Pennsylvania 19107 Telefono: (215) 238-1701"</p>
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**COMPLAINT**

COMES NOW Plaintiff, SOUTHEAST POWER GROUP, INC., f/k/a SOUTHEAST DIESEL CORP. ("Plaintiff" or "SOUTHEAST") by and through its undersigned counsel, and sues SAP AMERICA, INC. ("SAP") and states as follows:

1. SOUTHEAST is a Florida corporation with its principal place of business located in Miami-Dade County, Florida.
2. SAP is a Delaware corporation registered to do business in the State of Pennsylvania.
3. At all relevant times hereto, SAP acted by and through its partners, joint venturers, agents, servants, employees, and/or ostensible agents, all of whom were acting under the control of SAP during the course and cope of their employment, authority, and/or apparent authority.
4. Venue is proper in the Court of Common Pleas, Philadelphia County in accordance with Pennsylvania Rule of Civil Procedure 2179 insofar as Defendant regularly conducts business in Philadelphia County.
5. Plaintiff, SOUTHEAST is the manufacturer and distributor of diesel and gasoline

powered generators, pump sets and the various component parts necessary to repair and maintain the generators sold to customers. SOUTHEAST has offices located in Miami, Florida; Sebring, Florida; Jacksonville, Florida; Atlanta, Georgia; and Greenville, Ohio.

6. SOUTHEAST wholly owns four subsidiaries: Tradewinds Power Corp., Perkins Power Corp., Stateline Power Corp., and DT Power Corp.

7. The components necessary for SOUTHEAST to effectively conduct and manage its business affairs include general ledger, accounts receivable, accounts payable, sales order management, parts management, production, service and inventory management.

8. It is essential that accurate data be integrated into and accurately shared among all business components so that SOUTHEAST, directly or through its subsidiaries, can timely and accurately generate, without limitation, customer orders, invoices, work orders, accounts receivable and accounts payable reports, inventory reports and all other necessary accounting financial reports, such as profit and loss statements, general ledger reports, and balance and trial balance sheets.

9. In 2014, SOUTHEAST determined that it needed to upgrade, enhance and integrate its various business functions to better facilitate the sharing of data and information throughout the many business components and locations vital to the operation of its business. As such, SOUTHEAST began the process of investigating and identifying a software vendor which could effectively meet these complex integration needs.

10. SOUTHEAST learned of the SAP “Business One Enterprise Resource Planning” (or “Business One”) software product. “Enterprise Resource Planning” is the integrated management of core business processes, often in real time and mediated by software and technology. It involves a suite of integrated software applications that a business organization can use to collect, store, manage, and interpret data from various business activities and locations.

11. SOUTHEAST believed the SAP Business One product, as represented by SAP, could meet its business integration software needs. The SAP website, for instance, represents that Business One was designed for all “small and midsize company’s needs” and promotes the integration of various business activities which SOUTHEAST needed. *See* SAP website excerpt, **Exhibit “1”** attached hereto.

12. SOUTHEAST contacted SAP and inquired about the Business One product. SAP specifically recommended that SOUTHEAST engage VISION 33, one of SAP’s “gold partners,” to perform the installation of SAP’s Business One software.

13. SAP represents on its website that:

*SAP partners play a key role in helping organizations just like yours succeed. Every day the experts at our partners help customers of all sizes-across all industries-transform and run their businesses simply. They can help you identify, buy, build, implement, service, support and run the SAP solution that best fits your unique needs. Working with an SAP partner is the smart and simple choice.*

*See* excerpt from SAP website, **Exhibit “2”** attached hereto.

14. Clearly SAP holds out its “partners,” including VISION 33, as experts in the installation of the Business One and related products.

15. On August 21, 2014 VISION 33, pursuant to the recommendation of SAP, entered into a Professional Services Agreement (the “Contract”) with SOUTHEAST for the installation of SAP Business One software. A copy of the Contract is attached as **Exhibit “3.”** It was represented by VISION 33 representatives at the time that the Business One software would operate effectively on the in-house computer servers recommended by VISION 33 and installed by SOUTHEAST at its headquarters in Miami.

16. On the same date, August 21, 2014, SAP and SOUTHEAST executed the SAP Business One Software License Agreement (the “License Agreement”). A copy of the License Agreement is attached hereto as **Exhibit “4.”** The License Agreement contains an express



warranty with respect to the performance of the Business One software.

17. Typically, an installation of this software such as Business One takes six (6) to twelve (12) months.

18. The installation of Business One by VISION 33 took over four and a half years, and remedial action is ongoing. During the course of the installation, the VISION 33 technical team assigned to install Business One changed to a new installation team three times.

19. After over three years of preparation, Business One was scheduled to “go live” on January 2, 2018. At that time, SOUTHEAST’s existing software system would be converted to Business One, which would thereafter control all of SOUTHEAST’s integrated business systems.

20. When Business One went live on January 2, 2018 it was a total failure. More specifically, the following business functions that are critical to the entire operation of SOUTHEAST’s business operations were not functional, continued to be non-functional for months, and some are not yet functional. The most serious of these malfunctions are:

- a. SOUTHEAST built a comprehensive database over the years in its old system known as TAKE STOCK, but when the database was transferred from TAKE STOCK to SAP, a considerable amount of data was corrupted or lost;
- b. Over many years SOUTHEAST prepared and housed data representing the engineering plans for all the products manufactured by SOUTHEAST, known as Build of Materials, or BOMs. Numerous BOMs were lost in the transfer from TAKE STOCK to SAP.
- c. Prices for parts and items in production were inaccurately transferred from TAKE STOCK to SAP;
- d. Part numbers for items in production were either missing or were incorrect

following the data transfer to SAP;

- e. The SAP system could not generate accurate customer invoices, and in some cases could not generate customer invoices altogether;
- f. The system could not generate basic financial statements, such as balance sheets and profit and loss statements;
- g. The system could not generate reliable statements for accounts receivable and accounts payable.

21. The system's complete and total malfunction resulted in major problems in the operation of SOUTHEAST's business. Most egregiously, SOUTHEAST incurred, without limitation, the following severe adverse consequences:

- a. Production of product was greatly delayed due to the lost BOMs and many labor hours were spent rebuilding the lost BOMs;
- b. The loss of the BOMs resulted in delays as long as 20-30 weeks for customer product deliveries, and SOUTHEAST lost its ability to correctly quote prices to customers, which cost the Company significant revenue from lost future sales;
- c. Many labor hours were spent correcting the pricing data as much of it had to be manually entered into the SAP system;
- d. Customer invoices could not be generated which resulted in the obvious loss of customer business and loss or delay in the collection of valuable revenue;
- e. Basic financial statements could not be generated which caused SOUTHEAST to technically default on loan obligations that required SOUTHEAST to submit such financial statements to its lender on a monthly basis.
- f. The corruption of data during the transfer meant accounts payable statements could not be generated, which resulted in a number of vendors not receiving timely

payment on their invoices, which in turn led some vendors to conclude that SOUTHEAST was having cash flow problems.

- g. The corruption of data during the transfer meant accounts receivable statements could not be generated, which caused a delay in collection and adverse cash flow issues.

22. VISION 33 attempted to remediate the massive problems in this failed installation, but to no avail. As a consequence, VISION 33 was terminated, and a third party was retained to fix the problems, all at great additional expense to SOUTHEAST.

#### **COUNT I - NEGLIGENCE**

23. SOUTHEAST restates the allegations set forth in paragraphs 1 through 22, inclusive, as if fully reiterated herein.

24. SAP specifically recommended VISION 33 as the company that should be entrusted to competently install the Business One and related software products.

25. In making such a recommendation, SAP knew or should have known that SOUTHEAST would unquestionably rely on any recommendation made from SAP, the manufacturer of the software, as to the best company to install its software product.

26. If SAP was going to recommend an installation company for its software, SAP had a duty to recommend to SOUTHEAST a third party installation company that was competent to install the Business One and related software products on the specific hardware and other systems existing in the SOUTHEAST business environment at the SOUTHEAST business premises.

27. SAP breached this duty by recommending VISION 33 to install the Business One software product when SAP knew or should have known that VISION 33 was not competent to conduct such an installation in the SOUTHEAST business and technical environment.

As a direct and proximate cause of SAP's negligence, SOUTHEAST incurred damages in that

As a direct and proximate cause of SAP's negligence, SOUTHEAST incurred damages in that SOUTHEAST paid in excess of \$1.8 million to VISION 33 to install a functional SAP Business One software product that ultimately did not and does not work. SOUTHEAST continues to incur additional expenses and fees and has retained a third party to attempt to remediate the inherent problems with the Business One software. WHEREFORE, Plaintiff, SOUTHEAST POWER GROUP, INC. prays for judgment against Defendant, SAP AMERICA, INC., for damages in excess of Two Million Dollars (\$2,000,000) including the consideration paid to VISION 33, INC. for the failed installation, the licensing fees paid by SOUTHEAST for the three years that its software product sat idle while its chosen installer failed to implement the software package, lost profits and future profits, loss of goodwill, damage to Plaintiff's business reputation, additional labor costs incurred, lost productivity, the fees paid to a third party installer in order to remediate the failed software, Court costs, pre-judgment interest, and such other relief as the court deems just and proper.

#### **COUNT II – NEGLIGENT MISREPRESENTATION**

28. SOUTHEAST restates the allegations set forth in paragraphs 1 through 27, inclusive, as if fully reiterated herein.

29. SOUTHEAST entered into the Contract with VISION 33 for the installation of SAP Business One software based on SAP's expressed and/or implied representation(s) that VISION 33 was an expert in the installation of the Business One and related products.

30. SAP held out VISION 33 as a "gold partner" and an expert in the installation of SAP Business One software and related products.

31. SAP failed to reasonably investigate whether VISION 33 had the requisite qualifications, knowledge, skill, and/or expertise to timely install the Business One software.

32. SOUTHEAST justifiably relied on SAP's negligent misrepresentation that VISION

33. As a direct and proximate cause of SAP's negligent misrepresentation, SOUTHEAST incurred damages in that SOUTHEAST paid in excess of \$1.8 million to VISION 33 to install a functional SAP Business One software product that ultimately did not and does not work. SOUTHEAST continues to incur additional expenses and fees and has retained a third party to attempt to remediate the inherent problems with the Business One software.

WHEREFORE, Plaintiff, SOUTHEAST POWER GROUP, INC. prays for judgment against Defendant, SAP AMERICA, INC., for damages in excess of Two Million Dollars (\$2,000,000) including the consideration paid to VISION 33, INC. for the failed installation, the licensing fees paid by SOUTHEAST for the three years that its software product sat idle while its chosen installer failed to implement the software package, lost profits and future profits, loss of goodwill, damage to Plaintiff's business reputation, additional labor costs incurred, lost productivity, the fees paid to a third party installer in order to remediate the failed software, Court costs, pre-judgment interest, and such other relief as the court deems just and proper.

Respectfully submitted,

Dated: December 30, 2019

**BUCHANAN INGERSOLL & ROONEY PC**

By: /s/ Michael W. Bootier

Matthew T. Corso, Esquire (PA Bar ID 73447)

Michael W. Bootier, Esquire (PA Bar ID 201639)

Lauren E. Pezor, Esquire (PA Bar ID 323117)

*Attorneys for Plaintiff*

**OF COUNSEL:**

**PETER M. FEAMAN, P.A.**

By: /s/ Peter M. Feaman

Peter M. Feaman, Esquire (FL Bar No. 0260347)

1880 No. Congress Avenue, Suite 302

Boynton Beach, FL 33426


Telephone: (561) 734-5552

Facsimile: (561) 734-5554

**VERIFICATION**

I, Charles R. Weeks, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Date: 12-30-19

  
\_\_\_\_\_  
Charles R. Weeks  
Chief Financial Officer

**CERTIFICATE OF COMPLIANCE**

I, Michael W. Bootier, Esquire, hereby certify that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

By: /s/ Michael W. Bootier  
Michael W. Bootier

Dated: December 30, 2019



# EXHIBIT 1

## SAP Business One designed for all your small and midsize company's needs



**Affordable**  
low total cost of ownership



**Industry solutions**  
tailored to your needs



**Comprehensive**



**28 languages**

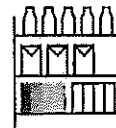
## SAP Business One designed for all your small and midsize company's needs



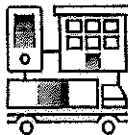
**Financial management**



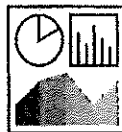
**Sales and customer management**



**Purchasing and inventory control**



**Production planning**



**Business intelligence**



**Analytics and reporting**



Conduct banking activities with one ERP solution. Unite financial operations with other processes to speed transactions and improve cash flow.

[Learn more >](#)

**Business intelligence**

Manage the entire sales process and customer lifecycle efficiently. Gain an integrated view of your prospects and customers so you can better understand and meet their needs.

[Learn more >](#)

**Analytics and reporting**

Access accurate insight on inbound and outbound shipments, inventory levels, and item location. Run real-time updates, valuations, availability, and pricing impact reports.

[Learn more >](#)



# EXHIBIT 2

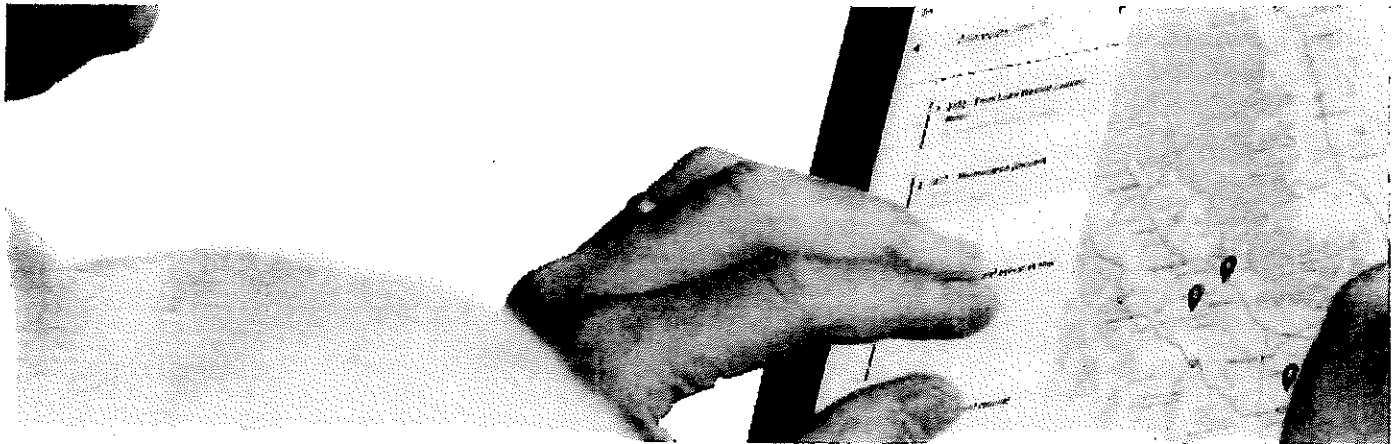


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Solutions

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## Find an SAP partner

SAP partners play a key role in helping organizations just like yours succeed. Every day the experts at our partners help customers of all sizes – across all industries – transform and run their businesses simply. They can help identify, buy, build, implement, service, support and run the SAP solution that best fits your unique needs. Working with an SAP partner is the smart and simple choice.

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## SAP-qualified partner-package solutions

<https://www.sap.com/partner/find.html>



Case ID: 191203902

# EXHIBIT 3



## Professional Services Agreement



Vision33 Inc. 6 Hughes, Suite #220 Irvine, CA 92618 Phone: (949) 420-3300



**Vision33 Professional Services Agreement**

**THIS PROFESSIONAL SERVICES AGREEMENT made at the City of Irvine,  
In the State of California, USA**

**BETWEEN:**

**Vision33 Inc. (Vision33)**  
**(Herein after referred to as the "Consultant" of the one part)**

**AND:**

**SouthEast Diesel Corp.**  
**(Herein after referred to as the "Client" of the other part)**





## Vision33 Professional Services Agreement

**PREAMBLE**

The Client may contract the Consultant to provide periodic professional consulting services and provide a multitude of skill sets related to SAP® Business One, SSP Add-on software, SDK development and support, web enablement, and a variety of advanced training related to all of the above; per terms, conditions and rates specified in this agreement.

The Consultant is one of North America's leading business management software solution providers for the small to medium sized enterprise market (SMB). As a full service consultancy practice, and licensed SAP® Gold Partner, the Consultant specializes in providing clients with the SAP® Business One solution. The Consultant has deep and broad-based skills in SAP® Business One functionality; creating new functionality via SDK development, supporting SAP® certified Software Solution Providers (SSPs), and web development/enablement around the SAP® Business One Platform. For these reasons the Consultant is an excellent choice for partnering and providing a full range of professional services to the Client.

NOW THEREFORE, the Consultant and the Client agree as follows:

**TERMS AND CONDITIONS**

- 1.0 The Consultant agrees to provide professional services to the client per the rates described in this Agreement. Services are supplied on a time and materials basis. Once this Agreement is signed, the Agreement cannot be changed unless both parties agree to the changes by signing an amendment to the Agreement.
- 2.0 **Payment.** The Client agrees to pay the Consultant rates as specified in this Agreement as follows:
  - 2.1 **Rates.** The Client agrees to pay the Consultant at the standard time and materials rate of \$195/hour for all required professional services, excluding applicable taxes. This rate will apply to both regular and overtime hours worked.
    - 2.1.1 T&M = \$195/hr
    - 2.1.2 No Maintenance Agreement = \$225/hr.
    - 2.1.3 All rates are in effect until the end of the current calendar year. Any subsequent rate related changes will be subject to thirty (30) days' notice to the Client.
  - 2.2 **Travel.** Travel Time is billed from the consultant's location to and from the client site. Travel expenses will be billed at actual expenses incurred, plus the mileage rate currently in effect, as published by the IRS.
  - 2.3 **Weekly Email Summary** – A weekly summary will be sent to the client showing professional services, including travel time, for the previous week. It will also show the remaining balance of prepaid blocks of hours.
  - 2.4 **Consultation/Training Cancellations** – Twenty four hours cancellation notice is required for scheduled services, whether planned for onsite or remote professional services. Otherwise, the scheduled time and related expenses will be billed to the Client.
  - 2.5 **Payment.** Time and materials invoices are sent weekly, due within seven (7) days of receipt of invoice. Overdue invoices are subject to interest at a rate of two (2) percent per month.



## Vision33 Professional Services Agreement

- 2.6 Other. The deduction and remittance of Income Tax, Unemployment Insurance and/or other government legislated programs for the Consultant's assigned personnel are the sole responsibility of the Consultant.
- 3.0 **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions of force majeure. In the event of any delay in performance of the work due to force majeure, the time for performance shall be extended for a period equivalent to the time lost by reason of the force majeure. In this Agreement, *force majeure* means fire, flood, riots, acts of the enemy, acts of God, government action or any other cause reasonably beyond the control of the parties.
- 4.0 **Relationship.** It is understood and agreed that the relationship between the Client and the Consultant is that of two separate business entities. Unless otherwise authorized, each party shall not be and shall not hold itself or its representatives out as being employees, servants, affiliates or agents of the other party for any purpose whatsoever.
- 5.0 **Confidentiality.** It is agreed that neither the Client nor the Consultant will, without the prior written approval of the other party, disclose to any third-party, any sensitive and/or proprietary information acquired or obtained by the other party during the course of work under this Agreement, including, in particular, but without limiting the generality of the foregoing, any confidential information.
- 6.0 **Client's Premises.** When the Consultant's personnel are on the Client's site, the Client shall be responsible for providing its own equipment and work facilities necessary to perform the work required under this Agreement.
- 7.0 **Termination.** With reasonable cause and upon the request or requirement of either the Client or the Consultant, this Agreement may be canceled at any time by serving ten (10) business days written notice. In the event that this Agreement is canceled by the Client for any reason before its scheduled conclusion, the Client shall be responsible for a payment to the Consultant of actual work performed to the date of any such cancellation.
- 8.0 **Governance.** This Agreement shall be governed by and construed in accordance with the laws applicable in the state of California and shall be subjected to the exclusive jurisdiction of the courts of the state of California.
- 9.0 **Non-solicitation.** Neither the Client nor the Consultant shall:
- A) Solicit for employment or otherwise offer to hire any employee of the other party or the services of any such employee; or
  - B) Employ or otherwise hire any employee of the other party or the services of any such employee
- 10.0 **Entire Agreement.** This Agreement supersedes all previous agreements, proposals and documents between the parties. This Agreement together with any further agreements, certifications, amendments, supplements and schedules referencing this Agreement or expressly made part hereof will constitute the entire Agreement between the parties and neither of the parties will be bound by any representation, warranty, promise, agreement or inducement not embodied or contained in this Agreement.
- 11.0 **Waiver.** No delay or omission of either the Client or the Consultant to exercise any right of power accruing upon any default under this Agreement shall impair any such right or power. Nor shall



## Vision33 Professional Services Agreement

such delay or omission be construed to be acquiescence or waiver of any such default or waiver of any right to terminate this Agreement for such default or subsequent default. Any power or remedy given by this Agreement to either the Client or the Consultant may be exercised from time to time and as often as may be deemed expedient.

**12.0 Limitation of Liability.** In the event the Client may be entitled to recover damages from the Consultant, the Consultant's liability shall not exceed the total cost of fees invoiced and paid for by the Client. In any event, the Consultant shall not be liable for any indirect or consequential damage costs.

**13.0 Notice.** Any notice required to be given under this Agreement shall be sufficiently served:

A) On the Client, if this notice is addressed to its normal business office at:

5820 NW 84th Avenue, Doral FL 33166

Marked to the attention of:

Alexander Colon, CFO

B) On the Consultant if the notice is addressed to its normal business office at 6 Hughes, Suite 220, Irvine, CA 92618, and marked to the attention of Mr. Alex Rooney.

**13.1** Any notice personally delivered shall be considered as having been delivered on the date of delivery, any notice sent by registered mail shall be considered as having been delivered on the third business day after the date of mailing, and any notice transmitted by e-mail or facsimile shall be considered as having been delivered on the business day next following the date of transmittal.

**13.2** Either of the parties to this Agreement may change their address for service at any time by providing notice in writing to the other in accordance with this clause.

**14.0 Authorization.** The Client and Consultant, as represented by the authorized agents below, mutually agree to the Terms and Conditions as set forth in this Agreement.

<b>Consultant</b>	Vision33, Inc.	<b>Client</b>	SouthEast Diesel Corp
Signature		Signature(s)	
Name		Name	
Title		Title	
Contact		Contact	
Date		Date	



Vision33 Professional Services Agreement

**ASSUMPTIONS AND EXCLUSIONS**

- A. **Scope** – The scope of a project, when applicable, will be determined in a Change Order and, if needed, related functional specifications for the project.
- B. **SAP / SSP Software Maintenance** – Annual renewal of SAP and SSP (Solution Software Providers) maintenance is required to continue support with SAP and retain access to Vision33 Total Care (support desk). If annual SAP and/or SSP Maintenance is allowed to lapse, all Professional Services related to the product(s) will be provided at a rate of \$225 per hour on a prepaid basis, and with a 2 hour minimum charge. Maintenance is calculated as a percentage of the MSRP of all software licenses in effect at the time of purchase. The first year's maintenance will be prorata calculated from the month of purchase until December 31 of the current year, and will then renew on a calendar year basis. Vision33 reserves the right to increase or decrease charges for maintenance at the annual renewal time, when such charges will be reflected in the renewal invoice sent out prior to the renewal date.
- C. **Infrastructure** – In cases where Client HAS NOT entered into an agreement with Vision33 to provide Amazon Hosting Services for infrastructure, it will be the Clients' responsibility to ensure that all such hardware and software necessary for projects are installed and available for use prior to commencing any projects. In such cases, the Client will ensure that the infrastructure meets SAP's current requirements based on SAP published guidelines.
- D. **Resources** – The Client will provide appropriate resource allocation for the duration of any projects. These individuals will perform business analysis and implementation functions in conjunction with the Consultant's professionals. The Consultant and the Client will work together and collectively set up the application to the appropriate specifications. The Client will also provide a Project Manager, who will serve as the main point of contact for the project.
- E. **Training** – Training will be conducted according to the Consultant's standard best practices.



## Vision33 Professional Services Agreement

such delay or omission be construed to be acquiescence or waiver of any such default or waiver of any right to terminate this Agreement for such default or subsequent default. Any power or remedy given by this Agreement to either the Client or the Consultant may be exercised from time to time and as often as may be deemed expedient.

- 12.0 Limitation of Liability.** In the event the Client may be entitled to recover damages from the Consultant, the Consultant's liability shall not exceed the total cost of fees invoiced and paid for by the Client. In any event, the Consultant shall not be liable for any indirect or consequential damage costs.

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5820 NW 84th Avenue, Doral FL 33166


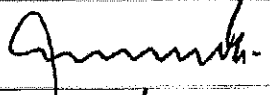
Marked to the attention of:  
Alexander Colon, CFO

B) On the Consultant if the notice is addressed to its normal business office at 6 Hughes, Suite 220, Irvine, CA 92618, and marked to the attention of Mr. Alex Rooney.

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- 13.2** Either of the parties to this Agreement may change their address for service at any time by providing notice in writing to the other in accordance with this clause.

- 14.0 Authorization.** The Client and Consultant, as represented by the authorized agents below, mutually agree to the Terms and Conditions as set forth in this Agreement.

Consultant	Vision33, Inc.	Client	SouthEast Diesel Corp
Signature		Signature(s)	
Name	Steven Arnold	Name	Alexander Colon
Title	Gen Southeast	Title	C.F.O
Contact	Steven Arnold	Contact	Alexander Colon
Date	Aug 21, 2014	Date	August 21, 2014

Appdx "A" is part of the agreement (S)



## Vision33 Professional Services Agreement

## Appendix A - Amendment

A. **Rates** – The Client agrees to pay the Consultant at the negotiated time and materials rate of \$175/hour for all required professional services related to this project, excluding applicable taxes. This rate will apply to regular hours worked.

- a. This rate is in effect until the Project "Go Live" Date recorded in the Project Plan.
- b. The rate of \$175/hour will be in effect for 365 days after the Go Live Date.

15.0 **Authorization.** The Client and Consultant, as represented by the authorized agents below, mutually agree to the Terms and Conditions set forth in this Amendment.

Consultant		Client	
Signature		Signature(s)	
Name	Steven Arnoldi	Name	Alexander Colon
Title	Gen Southwest	Title	C.F.O
Printed Name	Steven Arnoldi	Contact	Alexander Colon
Date	Aug 21, 2014	Date	August 21, 2014





**SAP BUSINESS ONE SOFTWARE LICENSE AGREEMENT**  
 ("Agreement")

This Agreement is made effective as of the 21 day of August, 2014, by and between SAP America, Inc., a Delaware corporation, with offices at 3999 West Chester Pike, Newtown Square, PA 19073 ("SAP"), and Southeast Diesel Corp Florida corporation, with offices at 5820 NW 84th Ave, Miami, FL 33166 ("Licensee").

**1. DEFINITIONS.**

1.1 "Business Partner" means an entity that requires access to the Software in connection with the operation of Licensee's business, such as customers, distributors and suppliers.

1.2 "Documentation" means SAP's documentation which is delivered to Licensee under this Agreement.

1.3 "Integration Add-On" means (i) software code developed or created using the SAP Tools that is (a) not a Modification and (b) for the sole purpose of integrating separate, stand alone applications or interfaces with the Software through the Software API's. For the purposes of clarification, any and all API's to the Software or contained in the SAP Tools are part of the Software or SAP Tools, as the case may be, and are not considered part of an Integration Add-On.

1.4 "Maintenance" means SAP's or SAP Reseller's obligations to provide software updates and services under a Maintenance Agreement (or, in the case of SAP, a rider to this Agreement) separately agreed in writing between Licensee and SAP or such SAP Reseller.

1.5 "Modification" means a change to the Software that changes the delivered source code.

1.6 "Named Users" means any combination of users listed by permitted functionality and any other SAP-required information and licensed by SAP to Licensee under this Agreement pursuant to the order for the Software placed by Licensee or on its behalf by an SAP Reseller.

1.7 "Proprietary Information" means: (i) with respect to SAP and SAP AG (the licensor of the SAP Proprietary Information to SAP), the Software and Documentation, SAP Tools, any other third-party software licensed with or as part of the Software, benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications; (ii) the concepts, techniques, ideas, and know-how embodied and expressed in the Software, including their structure, sequence and organization and (iii) information reasonably identifiable as the confidential and proprietary information of SAP or Licensee or their licensors excluding any part of the SAP or Licensee Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.

1.8 "SAP Tools" means the Software development kit and other tools for the Software developed and distributed by SAP and/or its licensors and separately licensed in writing to Licensee or an SAP Reseller.

1.9 "SAP Reseller" means an independent entity authorized by SAP to market, promote and distribute the Software and/or to provide services related to the Software.

1.10 "Software" means (i) the SAP Business One software product, developed by or for SAP and/or SAP AG and delivered to Licensee hereunder pursuant to the order for the Software (including without limitation present and future orders) placed by Licensee or on its behalf by an SAP Reseller; (ii) any new releases thereof made generally available pursuant to Maintenance; and (iii) any complete or partial copies of any of the foregoing.

1.10 "Subsidiary" means a corporation or other legal entity in the Territory of which Licensee owns more than fifty percent of the voting securities. This entity will be considered a Subsidiary for only such time as such equity interest is maintained.

1.11 "Territory" means the United States of America.

1.12 "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

**2. LICENSE GRANT.**

**2.1 License.**

(a) SAP grants, a non-exclusive, perpetual (unless terminated in accordance with Section 5 herein) license to Use the Software, Documentation, other SAP Proprietary Information, at specified site(s) within the Territory to run Licensee's or Licensee's Subsidiaries' internal business operations and to provide internal training and testing for such internal business operations. Each user accessing the Software must be a Named User and must limit access to those functions for which SAP has granted the specific user license pursuant to the official order form for the Software. This license does not permit Licensee to use the SAP Proprietary Information to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training). Business Partners may have screen access to the Software solely in conjunction with Licensee's Use and may not Use the Software to run any of its business operations.

(b) Licensee agrees to install the Software only on hardware identified by Licensee pursuant to this Agreement in the order for the Software placed by Licensee or on its behalf by an SAP Reseller that has been previously approved by SAP in writing or otherwise officially made known to the public as appropriate for Use or interoperation with the Software (the "Designated Unit"). Any individuals that Use the Software, including employees or agents of Subsidiaries and Business Partners, must be licensed as Named Users. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system.

**SAP CONFIDENTIAL**



Case ID: 191203902



# EXHIBIT 4

**2.2 Subsidiary Use.** Subsidiaries may Use the Software provided that: (i) Licensee has registered each such Subsidiary with SAP as a Subsidiary in accordance with SAP's process for such registration prior to Use by such Subsidiary; and (ii) a breach of any terms hereunder or the terms of the registration by Subsidiary shall be considered a breach by Licensee hereunder; and (iii) the Software shall not be installed at a Subsidiary site.

**2.3 Third Party Database.**

(a) The Software licensed hereunder requires a third party database product which has either been integrated or pre-installed as part of the Software, or which must be installed to Use the Software. Third party database product functionality as integrated in the Software may differ from a non-integrated third party database product. Each third party database product is subject to its respective third party vendor License Agreement. This Agreement does not contain a license to use the integrated third party database product unless licensed as specified in the authorized order form submitted by Licensee to SAP or its authorized partner for marketing and distribution of the Software. Licensee has no right to use and is not licensed to use the copy of the third party database until Licensee has executed the Agreement, and has executed a third party database license agreement for the third party database.

(b) If licensed through SAP or its authorized distributor, the third party database is licensed solely as a runtime version limited to Use by Licensee solely in support of Licensee's Use of the Software hereunder. Licensee may Use the SAP development workbench solely to customize the database schema. In the event Licensee uses the licensed third party database other than as specified above, a full license, including programming tools provided through such third-party supplier must be licensed directly from a third party database supplier.

**2.4. Verification.** SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures) the usage of the SAP Proprietary Information. In the event an audit reveals that Licensee underpaid License and/or Maintenance Fees to SAP or the SAP Reseller, Licensee shall pay such underpaid fees based on SAP's list of prices and conditions in effect at the time of the audit.

**3. DELIVERY.** So long as Licensee makes payment in accordance with Section 4, the licensed Software in machine-readable format, and the Documentation, shall be delivered as specified in the authorized order form submitted by Licensee to SAP or the SAP Reseller ("Delivery"). SAP reserves the right to deliver the Software electronically or through access via electronic means. Licensee shall be responsible for installation of the Software.

**4. SAP RESELLER RELATIONSHIP/PRICE AND PAYMENT.**

4.1. Licensee acknowledges and agrees that the SAP Reseller through which Licensee has arranged for the procurement of this Agreement or from which Licensee receives any services related to the Software is not the agent of SAP. The SAP Reseller is an independent company, person, or entity with no authority to bind SAP or to make representations or warranties on behalf of SAP. SAP makes no representations or warranties as to such authorized distributor or reseller, or any other third party, related to the performance of the products or services of such entities, and fully disclaims any such warranties in accordance with Section 7. In addition, Licensee expressly acknowledges and agrees that SAP is entitled to rely on written information from SAP Reseller in making any determinations as to termination of this Agreement relative to Section 5.2(iv), and SAP shall have no liability to Licensee for any actions thereunder based on SAP's reasonable belief in the accuracy or reliability of such information.

4.2. The parties acknowledge and agree that Licensee will transact for the Software from an SAP Reseller and, upon full payment of the license, taxes, maintenance and other fees to such SAP Reseller, will owe no fees directly to SAP under this Agreement.

**5. TERM.**

5.1. **Term.** This Agreement and the license granted hereunder shall become effective as of the date first set forth above and shall continue in effect thereafter unless terminated upon the earliest to occur of the following: (i) thirty days after Licensee gives SAP written notice of Licensee's desire to terminate this Agreement, for any reason, but only after payment of all license, maintenance and other fees then due and owing; (ii) thirty days after SAP gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 6 or 10, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any money due hereunder, unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors; (iv) thirty (30) days after SAP gives Licensee notice of Licensee's breach of any obligations under separate agreement to SAP Reseller, including non-payment of any fees thereunder.

5.2. **End of Terms Duties.** Upon any termination hereunder, Licensee and its Subsidiaries shall immediately cease Use of all SAP Proprietary Information. Within thirty (30) days after any termination, Licensee shall deliver to SAP or destroy all copies of the SAP Proprietary Information in every form. Licensee agrees to certify in writing to SAP that it and each of its Subsidiaries has performed the foregoing. Sections 3, 4, 5.2, 6, 7.2, 8, 9, 11.4, 11.5 and 11.6 shall survive such termination. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee.

**6. PROPRIETARY RIGHTS.**

6.1. **Protection of Proprietary Information.** Licensee shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Except for the rights set forth below, Licensee is not permitted to make derivative works of the Software and ownership of any unauthorized derivative works shall vest in SAP. SAP and Licensee agree to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information. Neither party shall, without the other party's prior written consent, disclose, any of the Proprietary Information of the other party to any person, except to its bona fide individuals whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 6 with respect to the Proprietary Information.

6.2. **Modifications.** Licensee shall not make any Modifications of any kind to the Software or create any derivative works of the Software without SAP's prior written consent. Licensee expressly agrees that any Modifications of the Software developed by SAP or Licensee (unauthorized or otherwise) and all rights associated therewith shall become and will be the property of SAP AG and that Licensee will not grant, either expressly or by implication, any rights, title, interest or licenses to the Modifications to any third party. Licensee shall provide complete source code for all Modifications to SAP. Licensee agrees that it will not modify any third party software provided hereunder unless expressly authorized in writing by such third party vendor. Licensee agrees to execute those documents reasonably necessary to secure SAP's rights in the foregoing. SAP retains the right to independently develop enhancements to the Software and Licensee agrees not to take any action that would limit SAP's sale, assignment, licensing or use of its own Software or Modifications or enhancements thereto. Licensee agrees not to take any action that would limit SAP's independent development, sale, assignment, licensing or use of its own Software or Modifications or Integration Add-Ons thereto.

**6.3 Integration Add-Ons.**

(a) Subject to the restrictions set forth in this Agreement and any separate agreement with respect to the SAP Tools, Licensee or an authorized SAP Reseller acting on Licensee's behalf may make Integration Add-Ons to the Software solely using the SAP Tools provided Licensee or such SAP Reseller have licensed the SAP Tools under separate agreement with SAP. All Integration Add-Ons and all rights associated therewith shall be the exclusive property of Licensee or the SAP Reseller as agreed between Licensee and such SAP Reseller. Licensee's Use of the Integration Add-On(s) shall be solely in support of Licensee's Use of the Software under Section 2.1(a), and if Licensee confers rights in such Integration Add-On(s) to the SAP Reseller developing or creating such Integration Add-On(s) on behalf of Licensee, SAP Reseller's rights in and to such Integration Add-On(s) shall be subject to the operative agreements between SAP and such SAP Reseller. Licensee shall not market, distribute, license, sell, sublicense, assign or otherwise transfer any Integration Add-On(s) to any third party or other entity (except as stated above) without the express written permission of SAP.

(b) The rights of Licensee or such SAP Reseller to such Integration Add-Ons are subject to the following: under no circumstances shall Licensee or SAP Reseller acting on behalf of such Licensee (i) change the source code to the Software by way of or through any Integration Add-On, or otherwise introduce functionality replacing the functionality of the Software; or (ii) use or access the Software in order to develop any application or interface functionality that accesses the Software functionality or database used with the Software in any other manner other than in the manner provided by the SAP Tools; or (iii) allow the total number of users accessing, directly or indirectly, the Software, and/or any database used with the Software, to be greater than the total number of users licensed for use of the Software; (iv) allow users other than Named Users licensed by Licensee to access the Software; or (v) use the SAP Tools for any purposes other than integration of an Integration Add-On with the Software.

(c) SAP may, at its discretion, independently (on its own or through third parties) develop Integration Add-Ons or other functionality that is the same or similar to Integration Add-On(s) developed by Licensee or SAP Resellers (and in its discretion include them in the Software), with no liability to Licensee or any third parties for such activities. SAP and Licensee shall not engage in joint development of any Integration Add-On(s) except under separate written agreement more fully stating the respective rights of the parties.

## 7. PERFORMANCE WARRANTY/MAINTENANCE.

7.1 Warranty. SAP warrants that the Software will substantially conform to the functional specifications contained in the Documentation for six months following delivery. The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by a Modification, Integration Add-On, Licensee, third-party software, or third party database. SAP does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Licensee's business requirements.

7.2 Express Disclaimer. SAP AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

7.3 Maintenance. This Agreement does not provide for Maintenance, support or any other services relating to the Software. Any such services shall be subject either to (i) a separate agreement between Licensee and the provider of such services (including without limitation on SAP Reseller), and SAP shall not have any liability for the provision of such services hereunder; or (ii) a separate agreement or rider to this Agreement between Licensee and SAP.

## 8. INDEMNIFICATION.

8.1 Indemnification of Licensee. SAP shall indemnify Licensee against all claims, liabilities, and costs, including reasonable attorneys' fees, reasonably incurred in the defense of any claim brought against Licensee in the Territory by third parties alleging that Licensee's Use of the Software and Documentation infringes or misappropriates any United States patent of which SAP is aware; a copyright; or trade secret rights, provided that: such indemnity shall not apply if the alleged infringement results from Use of the Software in conjunction with any other software, an apparatus other than a Designated Unit, or unlicensed activities and so long as Licensee promptly notifies SAP in writing of any such claim and SAP is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Licensee. Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP may settle any claim on a basis requiring SAP to substitute for the Software and Documentation alternative substantially equivalent non-infringing programs and supporting documentation. Licensee shall not undertake any action in response to any infringement or alleged infringement of the Software and Documentation.

8.2 THE PROVISIONS OF THIS SECTION 8 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SAP AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY WITH RESPECT TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

## 9. LIMITATIONS OF LIABILITY.

9.1 Licensee's Remedies. Licensee's sole and exclusive remedies for any damages or loss in any way connected with the Software or Services furnished by SAP and its licensors, whether due to SAP's negligence or breach of any other duty, shall be, at SAP's option: (i) to bring the performance of the Software into substantial compliance with the functional specifications; (ii) re-performance of Services; or (iii) return of an appropriate portion of any payment made by Licensee to its SAP Reseller with respect to the applicable portion of the Software or Services.

9.2 Not Responsible. SAP will not be responsible under this Agreement if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by Licensee, a Modification, third-party software, or third party database. SAP AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE LICENSED HEREUNDER.

9.3 Limitation of Liability. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF PROPRIETARY INFORMATION, UNDER NO CIRCUMSTANCES SHALL SAP, ITS LICENSORS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE SOFTWARE LICENSE FEES PAID BY LICENSEE FOR THE SOFTWARE OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.

9.4 Severability of Actions. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

10. ASSIGNMENT. Licensee may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Proprietary Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign this Agreement to SAP AG or any other entity within the SAP group of companies.

**11. GENERAL PROVISIONS.**

**11.1 Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

**11.2 No Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

**11.3 Counterparts.** This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement. Any signature(s) on a copy of this Agreement sent by facsimile shall be fully binding upon the party(ies) so executing such copy without need for further ratification.

**11.4 Export Control Notice.** The Software, Documentation and Proprietary Information are being released or transferred to Licensee in the United States and are therefore subject to the U.S. export control laws. Licensee acknowledges its obligation to ensure that its exports from the United States are in compliance with the U.S. export control laws. Licensee shall also be responsible for complying with all applicable governmental regulations of any foreign countries with respect to the use of the Proprietary Information by its Subsidiaries outside of the United States. Licensee agrees that it will not submit the Software to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP.

**11.5 Confidential Terms and Conditions.** Licensee shall not disclose the terms and conditions of this Agreement or the pricing contained therein to any third-party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that SAP may use Licensee's name in customer listings or as part of SAP's marketing efforts.

**11.6 Governing Law.** This Agreement shall be governed by and construed under the Commonwealth of Pennsylvania law without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.

**11.7 Notices.** All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth above.

**11.8 Force Majeure.** Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

**11.9 Entire Agreement.** This Agreement and each Schedule and Appendix hereto constitute the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by, this Agreement. This Agreement may be modified only by a writing signed by both parties. This Agreement and each Appendix hereto shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement to become effective as of the date first above written.

SAP America, Inc.  
(SAP)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_


Southeast Diesel Corp  
(Licensee)

By: Thomas J. Tracy III

Title: President

Date: August 21, 2014

Thomas J. Tracy III

		Project Budget			
Customer / Lead Name		Resources:			
Notes:		Name	Code	Hourly Rate	Daily Rate
All Status 33 projects are time and material		Project Manager	PM	\$ 175.00	\$ 1,400.00
We protect the budget in the best of our knowledge at this time		Senior Consultant	SC	\$ 175.00	\$ 1,400.00
Any significant change in scope or information may require a Change Document with system budget		Consultant	C	\$ 175.00	\$ 1,400.00
All activities include project (labor, materials, project communication, scheduling, resourcing, reporting etc)		Trainer	T	\$ 175.00	\$ 1,400.00
* These items require a separate		External Consultant	CS	\$ 175.00	\$ 1,400.00
		Note: 8 work-days = 8 work-hours			
Description	SubTask	Daily Rate	# of Hours	# of Days	Extended Amount
Project Initiation		\$1,400.00	71	8.75	\$12,425.00
	Handover from Sales		4	0.5	\$700.00
	Internal and External kick-off meetings		8	1	\$1,400.00
	Installation Software		32	4	\$5,600.00
	Installation of Companion Products		16	2	\$2,800.00
	Project Organization		11	1.375	\$1,925.00
Blueprinting		\$1,400.00	166	20.75	\$29,050.00
	Business Process Analysis		110	13.75	\$19,250.00
	Documentation and Planning		40	5	\$7,000.00
	Revision, Clarification, Approval		16	2	\$2,800.00
Milestone One - Approve Blueprint document, budget and timeline					
The project implementation cost will be confirmed or adjusted by mutual agreement, after which we will require your written authorization to exceed this agreed to estimate by over 10%					
Recallition		\$1,400.00	310	38.75	\$18,900.00
	System Configuration		160	20	\$28,000.00
	Advanced Configuration		30	11.25	\$15,750.00
	Data Migration Assistant		20	2.5	\$3,500.00
	UAT Support		40	5	\$7,000.00
Milestone Two - Approve User Acceptance Testing (UAT)					
The system cannot go live without UAT approved					
Final Preparation / Go Live		\$1,400.00	112	14	\$15,600.00
	End User Training		40	5	\$7,000.00
	Preparation and training in Opening Roles/Access Upload		14	1.75	\$2,450.00
	Cutover Planning		6	1	\$1,400.00
	Go live Close Support		30	6.25	\$8,750.00
Milestone Three - Project Completion					
System Considered live if recognized as system of record					
Post Go Live / Support		\$1,400.00	82	10.25	\$14,350.00
	Post Go Live Support		80	10	\$14,000.00
	System Review and Hand Over to Support		2	0.25	\$350.00
Project Management		\$1,400.00	14	1.75	\$2,450.00
	Project Management		14	1.75	\$2,450.00
			Total # of Hours	Total # of Days	Total Extended Amount
			755	94.375	\$68,862.50
UX PRO		\$1,400.00	130	16.25	\$22,750.00
	Third Party product Implementations **		130	16.25	\$22,750.00
CIS Configurator		\$1,400.00	355	44.375	\$62,125.00
	Training		28	3.5	\$4,900.00
	Importing Exceptions		12	1.5	\$2,100.00
	2.1 CIS Connector --- Generator Attribute data		24	3	\$4,200.00
	2.2 CIS Modelbuilder --- Item Filter Customizations		64	8	\$11,200.00
	3.1 Quotebuilder --- 3 Custom PDF documents		120	15	\$21,000.00
	3.2 Visibility of Different Configuration models		15	1.875	\$2,625.00
	3.3 Maximum Discount & Approval		24	3	\$4,200.00
	3.4 UICD Terms		20	2.5	\$3,500.00
	3.5 Sales tax based on ship to location		24	3	\$4,200.00
	3.6 CIS Connector - mapping business units to dealers		24	3	\$4,200.00

probably not required  
probably not required  
might be required  
nice to have options  
might be required  
might be required  
nice to have options





## Project Plan

## Customer / Lead Name

## Notes:

All Vision3 projects are time and material.

Any significant change in scope or information may require a Change Document with updated budget.

PM activities include: project status updates, project communication, scheduling, resourcing, reporting etc.

\* These rates assume 1 Revision

## Resources:

Name	Code	Hourly Rate	Daily Rate
Project Manager	PM	\$ 175.00	\$ 1,400.00
Senior Consultant	SC	\$ 175.00	\$ 1,400.00
Consultant	C	\$ 175.00	\$ 1,400.00
SE Direct Team	ED	\$	\$
External consultant	ES	\$ 175.00	\$ 1,400.00

Note: 1 work-day = 8 work-hours

Description	SubTask	From Date	Complete Date	Resource
Project Initiation		9/27/2014	12/10/2014	
	Handover from Sales	9/27/2014	9/27/2014	PM, SC
	Internal and External kick-off meetings	9/27/2014	10/1/2014	SC
	Installation Software	10/3/2014	10/21/2014	C
	Installation of Companion Products	11/27/2014	12/10/2014	C
	Project Organization	9/27/2014	9/29/2014	PM
Blueprinting		10/1/2014	1/12/2015	
	Business Process Analysis	10/1/2014	12/15/2014	SC, SED
	Documentation and Planning	12/15/2014	12/31/2014	SC
	Revision, Clarification, Approval	1/2/2015	1/12/2015	SC, SED
Milestone One - Approve Blueprint document, budget and timeline				
The project implementation cost will be confirmed or adjusted by mutual agreement, after which we will require your written authorization to exceed this agreed to estimate by over 10%				
Realization		1/2/2015	2/27/2015	
	System Configuration	1/2/2015	2/13/2015	SC
	Advanced Configuration	2/2/2015	2/13/2015	SC
	Data Migration assistance	2/2/2015	2/13/2015	SC, SED
	UAT Support	2/16/2015	2/27/2015	SC, SED, ES
Milestone Two - Approve User Acceptance Testing (UAT)				
The system cannot go live without UAT approved				
Final Preparation / Go Live		3/2/2015	3/31/2015	
	End User Training	3/2/2015	3/13/2015	SC, SED, ES
	Preparation and training in Opening Balances Upload	3/15/2015	3/20/2015	SC, SED, ES
	Cutover Planning	3/15/2015	3/20/2015	SC
	Go Live Close Support	3/23/2015	3/31/2015	SC, SED, ES
Milestone Three - Project Completion				
System Considered live if recognized as system of record				
Post Go Live / Support		4/1/2015	4/30/2015	
	Post Go Live Support	4/1/2015	4/30/2015	SC, SED, ES
	System Review and Hand Over to Support	4/30/2015	4/30/2015	SC, SED
Project Management		10/1/2014	4/30/2015	
	Project Management	10/1/2014	4/30/2015	PM
OX PRO				
		3/12/2015	3/31/2015	
	Third Party product implementations **	1/12/2015	3/31/2015	ES
CIS Configurator		1/12/2015	3/13/2015	
	2.1 CIS Connector -- Generator Attribute data	1/12/2015	2/13/2015	ES
	2.2 CIS Modelbuilder -- Item Filter Customizations	1/12/2015	2/13/2015	ES
	3.1 Quotabuilder -- Custom PDF documents	1/12/2015	2/13/2015	ES
	3.2 Visibility of Different Configuration models	1/12/2015	2/13/2015	ES
	3.3 Maximum Discount & Approval	1/12/2015	2/13/2015	ES
	3.4 INCO Terms	1/12/2015	2/13/2015	ES
	3.5 Sales tax based on Ship to location	1/12/2015	2/13/2015	ES
	3.6 CIS Connector - mapping business units to dealers	1/12/2015	2/13/2015	ES
	Importing Exceptions	1/12/2015	2/13/2015	ES
	Training	3/2/2015	3/13/2015	ES



August 21, 2014

Dear Thomas Tracy III,

Re: SAP Business One Platform Proposal

On behalf of Vision33 and SAP, please find enclosed the proposal for SAP Business One HANA reflecting the user count required for your company. (See Attached Users Matrix).

This proposal outlines our initial discussions and provides a solution that we at Vision33, believe will address the challenges you have described.

This proposal also estimates the delivery and support of the solution, which will be provided by an experienced and highly qualified team from Vision33. We are a Gold Certified SAP Business One channel partner and can put you in contact with SAP to discuss our status within the SAP community and our joint partnership.

Furthermore, since the solution is based on SAP Business One® software, you will be investing in world-class technology that incorporates best practices from more than 40 years of research and development in IT systems and business applications.

Sincerely,

Ed Sanchez,  
SAP Sales Consultant  
Vision33 South East Region  
SAP Gold Channel Partner  
Office: 954-840-8960 ext-369  
Mobile: 305-303-5954  
ed.sanchez@vision33.com  
[www.vision33.com](http://www.vision33.com)

**SAP Business One Project Quote: SOUTHEAST DIESEL CORP.****August 21, 2014**

Software Investment	Amount
Software License Total	\$ 212,757
Software Discount	(70,832)
Software License Total	\$ 141,925

Software Maintenance	Amount
Pro-rata First Year Maintenance (Valid until Dec 31, 2014)	\$ 9,462

Services (based on services low estimate)	Services Amount
Discovery, Blueprinting, Implementation, Training	\$ 117,050

Total Software and Services Investment	\$ 278,437
--	------------

Total Software and Services Investment	\$ 278,437
--	------------

**Notes:**

Total Required at Project Start (Software & Maintenance)	\$ 151,387
Annual Software Maintenance after first year	\$ 28,385

**Billing Procedures:**

Vision33, Inc. Billing for Software:	Payment for software licenses is due in full upon contract execution
Sales tax:	Sales tax will be collected at time of sale based on local tax laws
Maintenance:	Pro-rata first year maintenance is due upon contract execution
Services:	See Professional Services Agreement

**Project Reporting:**

Vision33, Inc. will provide a project status report upon request. Weekly invoices provide a project status summary on each invoice issued. Any departures from plan will be discussed immediately.

If during the course of the project, we determine circumstances are such that substantially greater work is required than estimated and/or changes to the project scope are required, we will discuss with you and gain your approval before proceeding.



**SAP Business One Project Quote: SOUTHEAST DIESEL CORP.****Software Detail**

SAP Business One Software License Detail	User Type	Qty	Total	Investment	Support	Annual Support Amt
SAP Business One - Professional License (Super-User - Owner, C-Level, Managers)	PRO	13	\$ 3,154	\$41,002	20%	\$8,200
SAP Business One - Limited License (Financial)	FIN	5	\$ 1,667	\$8,335	20%	\$1,667
SAP Business One - Limited License (Logistics)	LOG	36	\$ 1,667	\$60,012	20%	\$12,002
SAP Business One - Limited License (CRM Sales/Service)	CRM	4	\$ 1,667	\$6,668	20%	\$1,334
SAP Business One - HANA Engine (Server Level)		2	\$ 2,380	\$4,760	20%	\$952
SAP Business One - Analytics Users		2	\$ 714	\$1,428	20%	\$286
SAP Business One - Lumira Reporting Tool		2	\$ 678	\$1,356	20%	\$271
SAP Business One - Integration Framework (Server Level)		4	\$ 893	\$3,572	20%	\$714
SAP Business One - Indirect Access License	IND	3	\$ 208	\$624	20%	\$125
<b>Total SAP Business One Users</b>				<b>\$127,757</b>		<b>\$25,551</b>

SAP Business One Extensions - Production & MRO Modules	User Type	Qty	Total	Investment	Support	Annual Support Amt
SBO - Production	PROD	10	\$ 1,500	\$15,000	20%	\$3,000
SBO - MRO (Maintenance Repair & Overhaul)	MRO	8	\$ 1,000	\$8,000	20%	\$1,600
SBO - Production/MRO (Combined Project & MRO User) (BX PRO+)	SBOP_PROD/MRO	7	\$ 1,800	\$3,600	20%	\$720
SBO - Production Mobile TMC - Server		1	\$ 1,200	\$1,200	20%	\$240
SBO - Production Mobile TMC (Time, Material, Cost) (Sold in 5 User Increments)	SBOP_TMC	5	\$ 300	\$1,500	20%	\$300
SBO - Configurator Base - 5 Configurator Users, 1 ModelBuilder User		1	\$ 12,500	\$12,500	20%	\$2,500
Additional Configurator Users (each)	SBOC_CONFIG	0	\$ 750	\$0	20%	\$0
Additional ModelBuilder Users (each)	SBOC_MODEL	1	\$ 1,500	\$1,500	20%	\$300
SBO - External Web Dealer Portal (Includes 5 QuoteBuilder Users)		1	\$ 9,000	\$9,000	20%	\$1,800
Additional QuoteBuilder Users (Sold in 5 Users Increments)	SBOC_QUOTE	15	\$ 750	\$11,250	20%	\$2,250
SAP Customer Portal & Order Pad for Dealer Login (Unlimited Login Users)		1	\$ 7,500	\$7,500	20%	\$1,500
SAP Business One - Return Merchandise Authorization (RMA)		1	\$ 5,000	\$5,000	20%	\$1,000
SAP Business One-Credit Card Processing (Back Office-10 to 10 Users)		1	\$ 3,500	\$3,500	20%	\$700
SAP Business One-Credit Card Processing (Additional 10 User Pack)		1	\$ 1,500	\$1,500	20%	\$300
Advanced Productivity Pack Platform (Enhanced Automation)		1	\$ 2,000	\$2,000	20%	\$400
Advanced Productivity Pack (User)		13	\$ 150	\$1,950	20%	\$390
<b>Total SAP Business One Extensions</b>				<b>\$85,000</b>		<b>\$17,000</b>
<b>Total Software License Fees</b>				<b>\$212,757</b>		<b>\$42,551</b>
<b>Software Discount</b>				<b>-\$70,832</b>		<b>-\$14,166</b>
<b>Total Software License Fees (After Discount)</b>				<b>\$141,925</b>		<b>\$28,385</b>

**SAP Business One Project Quote: SOUTHEAST DIESEL CORP.**

Consulting Detail	Estimated Hours		Estimated Amount	
Project Implementation Rate @ \$175/Hour	Low	High	Low	High
<b>Core SAP Business One</b>				
1 Project Planning	48	64	\$ 8,400	\$ 11,200
2 Business Blueprinting	120	160	\$ 21,000	\$ 28,000
3 Project Realization	250	326	\$ 43,750	\$ 57,050
4 Final Preparations	112	128	\$ 19,600	\$ 22,400
5 Go Live and Support	96	112	\$ 16,800	\$ 19,600
<b>Estimated Implementation Hrs</b>	<b>626</b>	<b>790</b>	<b>\$ 109,550</b>	<b>\$ 138,250</b>
<b>Production</b>				
1 Project Realization	100	130	\$ 17,500	\$ 22,750
<b>Estimated Implementation Hrs</b>	<b>100</b>	<b>130</b>	<b>\$ 17,500</b>	<b>\$ 22,750</b>
<b>Total</b>	<b>726</b>	<b>920</b>	<b>\$ 127,050</b>	<b>\$ 161,000</b>

**Project Assumptions & Expectations**

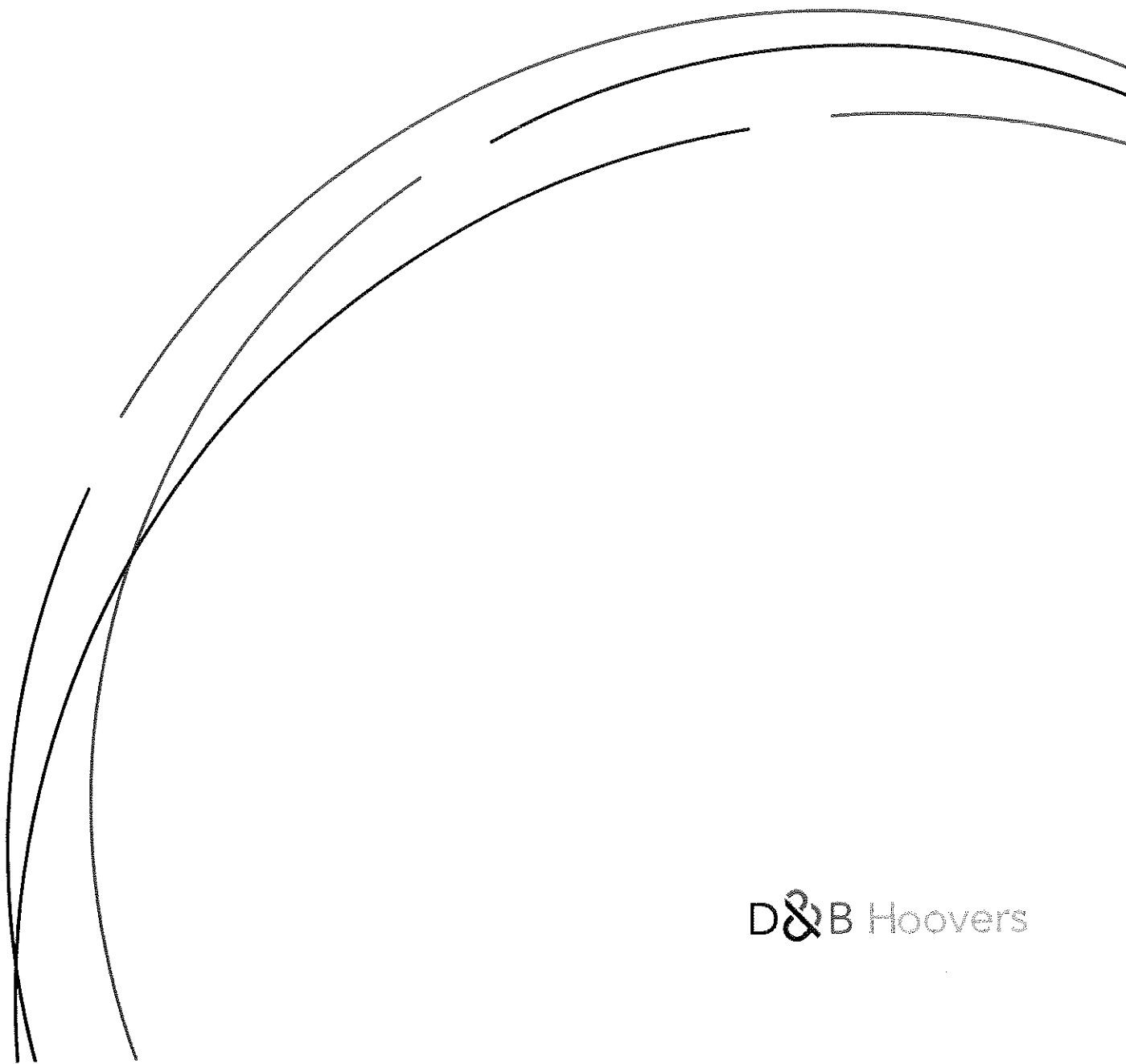
- A Client will execute the Vision33 Professional Services agreement and project specific Statement of Work prior to project commencing.
- B The scope of Configuration & Training has been designed to be provided for Key client personnel. These personnel will in turn train & support other users. Train the Trainer Approach.
- C Additional Implementation Assistance, Process Design & Refinement, Customizations & Report Writing are available upon request. (This refers to out of scope from the above estimate)
- D Client will commit the internal resources, staff members and focus necessary to gain the value available in the services estimated, and understands that Training does not necessarily equate to the acquisition of knowledge without commitment and focus. Furthermore, knowledge does not equate to expertise without time and practice.
- E Client will commit the resources and focus necessary to ascertain the acceptability of data converted before the system is placed into production, unless otherwise agreed.
- F Travel time and expenses are not included in this estimate and will be billed as Incurred. (Federal Mileage Rate)
- G Hardware, database and operating system requirements are the responsibility of the client and are not included in this proposal. A copy of the SAP HANA System Requirement Guide will be made available and any installation must meet these requirements as published by
- H Sales taxes, if applicable, are not included in this estimate
- I This estimate does not include custom reporting or non-standard commission based reports.
- J This estimate is for the SouthEast Diesel Corp. company implementation of SAP Business One HANA.
- K The customer is responsible for providing access to support for all 3rd party applications.
- L The customer will provide all 3rd party application data files in the required format for integration into SAP Business One.
- M The migration of master data does not include historical transactions. A static view is used to display historical data.
- N Tradewinds Power, Perkins Power and Stateline Power are included in the high range of the above estimate. Assumes the same Chart of Accounts and Items as SouthEast diesel Corp.
- O Payroll is not included in this proposal.
- P After the Go Live Date the Consulting Rate will be \$175/hr for the first year.

## EXHIBIT 2

ONESTOP REPORT

# Sap America, Inc.

21 JANUARY 2020



D&B Hoovers

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COMPANY SUMMARY

COMPANY DESCRIPTION

CORPORATE OVERVIEW

PRODUCTS AND OPERATIONS

CORPORATE FAMILY

NEWS

CONTACTS

## Company Summary

Sap America, Inc.  
 3999 West Chester Pike  
 Newtown Square, Pennsylvania, 19073-2305  
 United States  
 Tel: +1-610-661-1000  
 Marketability: Has Not Opted Out of Direct Marketing  
<http://www.sap.com>

<b>Employees:</b>	1.7k (This Site) 13k (All Sites)	<b>Reporting Currency:</b>	USD
<b>Company Type:</b>	Private Subsidiary, Headquarters	<b>Financials In:</b>	USD
<b>Corporate Family:</b>	499 Companies	<b>Annual Sales:</b>	2.9B
<b>D-U-N-S® Number:</b>	18-361-6317		
<b>LEI Number:</b>	529900L0904HL3WPZF11		
<b>Ultimate Parent Company:</b>	SAP SE		
<b>Parent Company:</b>	SAP SE		

### Business Description

SAP America represents its German parent, SAP, in the US and other countries, providing software and services for managing accounting, distribution, human resources, and manufacturing functions. The company's products include business intelligence, enterprise resource planning, customer relationship management, and supply chain management software. SAP America offers industry-specific applications for markets ranging from aerospace and defense to wholesale distribution. Its services include consulting and support, as well as custom development and application hosting. SAP America accounts for about 40% of its parent company's sales.

*Source: D&B*

### Industry

**D&B Hoovers:** Computer Programming  
**US 8-Digit SIC:** 73710301 - Computer software development

## Corporate Highlights

**Prescreen Score:** **LOW RISK**  
**D-U-N-S® Number:** 183616317  
**Parent D-U-N-S® Number:** 316268655  
**Ultimate Parent D-U-N-S® Number:** 316268655  
**EIN:** 363556041  
**Year Founded:** 1988

**Import/Export Status:** Imports  
**Owns/Rents:** Owns  
**Plant/Facility Size (sq. ft.):** 630,000  
**Latitude:** 39.985658  
**Longitude:** -75.416067

## Key Contacts



**Dave Spencer**  
 COO, North America



**Armando Manipon**  
 Chief Technology Officer



**Arlen Shenkman**  
 Chief Financial Officer



**Nick Tzitzon**  
 Vice President Of Global Corporate Affairs And Head Of Chief Executive Officer Communications



**Marika Auramo**  
 Global Chief Operating Officer Database And Datamanagement

## News

Sep 02, 2019



Gas and electricity

**Permalink to Northern district of texas blog electricity voltage in usa**

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## Company Description

SAP America represents its German parent, SAP, in the US and other countries, providing software and services for managing accounting, distribution, human resources, and manufacturing functions. The company's products include business intelligence, enterprise resource planning, customer relationship management, and supply chain management software. SAP America offers industry-specific applications for markets ranging from aerospace and defense to wholesale distribution. Its services include consulting and support, as well as custom development and application hosting. SAP America accounts for about 40% of its parent company's sales.

## Geographic Reach

SAP America is headquartered in Newtown Square, Pennsylvania and has a Canadian headquarters in Toronto. It operates from 30 offices across the US and Canada with locations in Silicon Valley, Vancouver, Chicago, Atlanta, Montreal, Dallas, Washington, Ottawa, Scottsdale, New York, and Boston.

SAP America relies on the US for 80% of its revenue, while other countries in the region, primarily Canada, Mexico, and Brazil, provide the other 20%.

## Sales and Marketing

SAP America claims more than 187,300 customers in 25 industries. IT works with some 3,500 channel partners and distributors that focus on the small and midsize enterprise market.

## Financial Performance

Revenue for SAP America increased 4% to €9.7 billion in 2018 from €9.3 billion in 2017. Sales in the US rose about 6%, but fell 4% in the rest of the Americas. Cloud subscription revenue advanced 27% in the Americas, but revenue from software licenses and software support revenue slipped about 6%.

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## Corporate Overview

<b>Location</b>	<b>Sales USD(mil):</b>	2,939.9	<b>Incorporation Date:</b>	1988
3999 West Chester Pike	<b>Assets USD(mil):</b>	NA	<b>Company Type:</b>	Private Subsidiary
Newtown Square, PA, 19073-2305	<b>Employees:</b>	13,888	<b>Quoted Status:</b>	Not Quoted
Delaware County	<b>KeyID<sup>SM</sup>:</b>	326967	<b>Senior Director,</b>	
United States	<b>Industry:</b>	Software and Programming	<b>Technical Alliance</b>	
			<b>Management, Office</b>	Austin Chynne
			<b>Of The Chief</b>	
			<b>Executive Officer:</b>	
<b>Tel:</b>	610-661-1000			
<b>Marketability:</b>	Has Not Opted Out of Direct Marketing			
<b>www.sap.com</b>				

## Key Corporate Relationships

**Bank:** Citibank Europe Plc, Citibank International Plc, Crestmark Equipment Finance A Division Of Metabank, Banc Of America Leasing & Capital Llc, Hitachi Data Systems Credit Corp, Ibm Credit Llc

## Industry Codes

### NAICS 2017:

**541511 - Custom Computer Programming Services (Primary)**

### ISIC Rev 4:

**6202 - Computer consultancy and computer facilities management activities (Primary)**

### NACE 2002:

**6202 - Computer consultancy activities (Primary)**

### UK SIC 2007:

**6202 - Computer consultancy activities (Primary)**

### ANZSIC 2006:

**7000 - Computer System Design and Related Services (Primary)**

### UK SIC 2003:

**7222 - Other software consultancy and supply (Primary)**

### US SIC 1987:

**7371 - Computer Programming Services (Primary)**

### US 8-Digit SIC:

**73710301 - Computer software development (Primary)**

## Business Description

SAP America represents its German parent, SAP, in the US and other countries, providing software and services for managing accounting, distribution, human resources, and manufacturing functions. The company's products include business intelligence, enterprise resource planning, customer relationship management, and supply chain management software. SAP America offers industry-specific applications for markets ranging from aerospace and defense to wholesale distribution. Its services include consulting and support, as well as custom development and application hosting. SAP America accounts for about 40% of its parent company's sales.

Source: D&B

Financial Data

Financials in:	USD(mil)	1 Year Growth
Revenue:	2,939.9	NA

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## Products & Operations

### Selected Products

- Business Analytics
- Business Process
- Collaboration
- Data Warehousing
- Financial Management
- Governance, Risk, and Compliance
- Human Capital Management
- Supplier Relationship Management
- Sustainability

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# Corporate Family Report

499 Total Corporate Family Members (Note: Branches are hidden)

HQ

SAP SE

Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany

D-U-N-S® Number: 31-626-8655

Has Not Opted Out of Direct Marketing

HQ

Callidus Software Inc.

4140 Dublin Blvd Ste 400, Dublin, California, 94568-7757, United States

D-U-N-S® Number: 08-817-3026

Has Not Opted Out of Direct Marketing

S

CALLIDUS SOFTWARE (SINGAPORE) PTE. LTD.

91 Tanglin Road, Singapore, 247918, Singapore

D-U-N-S® Number: 59-527-6332

Has Not Opted Out of Direct Marketing

S

Webcom, Inc.

324 E Wisconsin Ave Ste 1200, Milwaukee, Wisconsin, 53202-4309, United States

D-U-N-S® Number: 96-682-5432

Has Not Opted Out of Direct Marketing

S

CALLIDUS SOFTWARE PTY LIMITED

Tower 2 Darling Park 201 Sussex St, Sydney, New South Wales, 2000, Australia

D-U-N-S® Number: 74-130-7029

Has Not Opted Out of Direct Marketing

S

Compensation Technologies LLC

8155 E Indian Bend Rd Ste 109, Scottsdale, Arizona, 85250-4827, United States

D-U-N-S® Number: 60-622-0692

Has Not Opted Out of Direct Marketing

S

DATAHUG LIMITED

9 Lower Windsor Place, Dublin, Ireland

D-U-N-S® Number: 98-502-4424

Has Not Opted Out of Direct Marketing

S

Viewcentral, LLC

1821 S Bascom Ave Ste 391, Campbell, California, 95008-2309, United States

D-U-N-S® Number: 07-999-6827

Has Not Opted Out of Direct Marketing

S

CALLIDUS SOFTWARE LIMITED

Clockhouse Place Bedford Road, Feltham, TW14 8HD, United Kingdom

D-U-N-S® Number: 23-869-8844

Has Not Opted Out of Direct Marketing

**HQ** ORIENTDB LTD  
Salisbury House, London, EC2M 5QQ, United Kingdom  
D-U-N-S® Number: 21-750-7372  
Has Not Opted Out of Direct Marketing

**S** ORIENTDB LTD  
Via Roma 43, Udine, Udine, 33100, Italy  
D-U-N-S® Number: 43-804-7736  
Has Not Opted Out of Direct Marketing

**HQ** Revsym Inc.  
1159 Sonora Ct Ste 205, Sunnyvale, California, 94086-5384, United States  
D-U-N-S® Number: 08-007-5464  
Has Not Opted Out of Direct Marketing

**S** Litmos Limited  
4140 Dublin Blvd Ste 400, Dublin, California, 94568-7757, United States  
D-U-N-S® Number: 96-857-7143  
Has Not Opted Out of Direct Marketing

**HQ** CLICKTOOLS LIMITED  
Suite 7, Poole, BH12 1ED, United Kingdom  
D-U-N-S® Number: 22-024-8566  
Has Not Opted Out of Direct Marketing

**S** Clicktools, Inc.  
1661 E Camelback Rd Ste 235, Phoenix, Arizona, 85016-3983, United States  
D-U-N-S® Number: 96-872-0479  
Has Not Opted Out of Direct Marketing

**S** LEARNING HEROES LTD  
401 Faraday House, 2Nd Floor North, Warrington, WA3 6GA, United Kingdom  
D-U-N-S® Number: 22-030-0622  
Has Not Opted Out of Direct Marketing

**HQ** Qualtrics International Inc.  
333 River Park Dr, Provo, Utah, 84604-5787, United States  
D-U-N-S® Number: 07-987-7609  
Has Not Opted Out of Direct Marketing

**HQ** SAP POLSKA SP Z O O  
Ul. Wołoska 5, Warszawa, Mazowieckie, 02-675, Poland  
D-U-N-S® Number: 42-230-3768  
Has Not Opted Out of Direct Marketing

**HQ** SAP Canada Inc  
222 Bay St Suite 1800, 1900, 2000, North York, Ontario, M2P 2B8, Canada  
D-U-N-S® Number: 24-830-1251  
Has Not Opted Out of Direct Marketing

**(S)** SAP Financial Inc  
222 Bay St Ste 1800, Toronto, Ontario, M5K 1B7, Canada  
D-U-N-S® Number: 20-553-4733  
Has Not Opted Out of Direct Marketing

**(S)** SAP SNG, OOO  
D. 52 Str. 2, Naberezhnaya Kosmodamianskaya, Moscow, 115054, Russian Federation  
D-U-N-S® Number: 36-595-3624  
Has Not Opted Out of Direct Marketing

**(HQ)** SAP WEST BALKANS DOO BEOGRAD  
Omladinskih Brigada 88 B, Beograd (Novi Beograd), 11070, Serbia  
D-U-N-S® Number: 56-590-6216  
Has Not Opted Out of Direct Marketing

**(S)** SAP d.o.o.  
Hektoroviceva 2, Zagreb, 10000, Croatia  
D-U-N-S® Number: 49-965-2881  
Has Not Opted Out of Direct Marketing

**(S)** SAP Portals Europe GmbH  
Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany  
D-U-N-S® Number: 33-079-4004  
Has Not Opted Out of Direct Marketing

**(HQ)** SAP ARGENTINA S.A.  
Sargento Juan A. Cabral 3770, Munro, Buenos Aires, B1605EFJ, Argentina  
D-U-N-S® Number: 97-130-0009  
Has Not Opted Out of Direct Marketing

**(HQ)** Plat.one Inc.  
600 Hansen Way, Palo Alto, California, 94304-1024, United States  
D-U-N-S® Number: 07-975-8424  
Has Not Opted Out of Direct Marketing

**(S)** PLAT.ONE LAB SRL  
Piazza Borgo Pila 4 39, Genova, Genova, 16129, Italy  
D-U-N-S® Number: 43-582-4799  
Has Not Opted Out of Direct Marketing

**(S)** SAP COMMERCIAL SERVICES LTD  
171 Old Bakery Street, Valetta, VLT 1455, Malta  
D-U-N-S® Number: 56-550-5730  
Has Not Opted Out of Direct Marketing

**(HQ)** SAP LABS BULGARIA EOOD  
136 A Tsar Boris III Blvd., Sofia, 1618, Bulgaria  
D-U-N-S® Number: 56-560-8085  
Has Not Opted Out of Direct Marketing

- (HQ) SAP INFOTECH PRIVATE LIMITED  
302, President Plaza, Ahmedabad, Gujarat, 380015, India  
D-U-N-S® Number: 67-625-2045  
Has Not Opted Out of Direct Marketing
- (S) SAP Retail Solutions Beteiligungsgesellschaft mbH  
Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany  
D-U-N-S® Number: 38-824-1242  
Has Not Opted Out of Direct Marketing
- (S) Quadrem International Ltd  
C/O: Conyers Dill & Pearman, Hamilton, Bermuda  
D-U-N-S® Number: 87-565-8382  
Has Not Opted Out of Direct Marketing
- (HQ) Hybris GmbH  
Nymphenburger Str. 86, München, Bayern, 80636, Germany  
D-U-N-S® Number: 34-110-7352  
Has Not Opted Out of Direct Marketing
- (HQ) Hybris (u.s.) Corporation  
20 N Wacker Dr Fl 29, Chicago, Illinois, 60606-2806, United States  
D-U-N-S® Number: 82-812-5570  
Has Not Opted Out of Direct Marketing
- (HQ) ARIBA INDIA PRIVATE LIMITED  
Upper Ground Floor,, Gurgaon, Haryana, 122002, India  
D-U-N-S® Number: 65-005-5903  
Has Not Opted Out of Direct Marketing
- (S) Quadrem Chile Ltda  
San Crecente # 81 Piso 6, Santiago, Santiago, Chile  
D-U-N-S® Number: 98-087-2782  
Has Not Opted Out of Direct Marketing
- (HQ) SAP JAPAN CO., LTD.  
1-6-4, Kojimachi, Chiyoda-Ku, Tokyo, 102-0083, Japan  
D-U-N-S® Number: 69-126-3453  
Has Not Opted Out of Direct Marketing
- (S) SAP SERVICE AND SUPPORT CENTRE (IRELAND) LIMITED  
1012 - 1014 Kingswood Avenue, Dublin, 24, Ireland  
D-U-N-S® Number: 98-927-0814  
Has Not Opted Out of Direct Marketing
- (HQ) SAP Danmark A/S  
Lautrupsgade 11, København Ø, Hovedstaden, 2100, Denmark  
D-U-N-S® Number: 30-597-3653  
Has Not Opted Out of Direct Marketing



**(S)**

SAP Slovensko s.r.o.

Mlynské Nivy 16, Bratislava - Mestská Cast Ružinov, 82109, Slovakia

D-U-N-S® Number: 49-507-9238

Has Not Opted Out of Direct Marketing

**(S)**

SAP INDONESIA, PT

Wisma Kyoei Prince 22Nd Floor, Jakarta, Jakarta, 10220, Indonesia

D-U-N-S® Number: 72-885-9216

Has Not Opted Out of Direct Marketing

**(HQ)**

SAP LABS INDIA PRIVATE LIMITED

138, Export Promotion Industrial Park,, Bangalore, Karnataka, 560066, India

D-U-N-S® Number: 86-236-3434

Has Not Opted Out of Direct Marketing

**(S)**

SAP INTERNATIONAL

133 - B, Somdutt Chamber-I, Delhi, Delhi, 110066, India

D-U-N-S® Number: 72-526-4381

Has Not Opted Out of Direct Marketing

**(S)**

SAP PORTALS ISRAEL LTD

15 Hatidhar, Raanana, 4366517, Israel

D-U-N-S® Number: 60-040-0444

Has Not Opted Out of Direct Marketing

**(HQ)**

Sap Brasil Ltda

Av. Das Nacoes Unidas 14171, Sao Paulo, Sao Paulo, 04794-000, Brazil

D-U-N-S® Number: 90-064-9195

Has Not Opted Out of Direct Marketing

**(HQ)**

SAP (China) Holding Co., Ltd.

Unit 09, 7/F, North Tower, Suite C, Rongke Information Center, No.2, Kexueyuan (S) Road, Haidian District,, Beijing, Beijin...

D-U-N-S® Number: 54-442-4459

Has Not Opted Out of Direct Marketing

**(HQ)**

SAP (Beijing) Software System Co., Ltd.

No.16, Tianze Road, Chaoyang District, Beijing, Beijing, 100125, China

D-U-N-S® Number: 65-444-9362

Has Not Opted Out of Direct Marketing

**(HQ)**

SAP China Co., Ltd.

Floor 47, Huidefeng International Plaza, No.1717, Nanjing West Road, Jing'an District, Shanghai, Shanghai, 200040...

D-U-N-S® Number: 52-812-0067

Has Not Opted Out of Direct Marketing

**(S)**

SYSTEMS APPLICATIONS PRODUCTS NIGERIA LTD

Mansard Place, B- Wing 927/928 Bishop Aboyade Cole Street, Abuja, Nigeria

D-U-N-S® Number: 85-048-5320

Has Not Opted Out of Direct Marketing

- (S)** AMBIN PROPERTIES (PTY) LTD  
 1 Woodmead Dr, Johannesburg, Gauteng, 2128, South Africa  
 D-U-N-S® Number: 56-905-0086  
 Has Not Opted Out of Direct Marketing
- (S)** SAP SYSTEMS, APPLICATIONS AND PRODUCTS IN DATA PROCESSING (THAILAND) LIMITED  
 287 Silom Road, Bang Rak, Bangkok, 10500, Thailand  
 D-U-N-S® Number: 66-067-0233  
 Has Not Opted Out of Direct Marketing
- (HQ)** CLEARTRIP INC  
 C/O International Financial Services, Ebene, Mauritius  
 D-U-N-S® Number: 56-122-1147  
 Has Not Opted Out of Direct Marketing
- (HQ)** SAP Österreich GmbH  
 Lassallestraße 7B, Wien, Wien, 1021, Austria  
 D-U-N-S® Number: 30-077-9907  
 Has Not Opted Out of Direct Marketing
- (S)** SAP d.o.o.  
 Dunajska Cesta 165, Ljubljana, 1000, Slovenia  
 D-U-N-S® Number: 53-441-9502  
 Has Not Opted Out of Direct Marketing
- (HQ)** SAP HELLAS S.A.  
 20 Ellinidon, Palaio Faliro, 17564, Greece  
 D-U-N-S® Number: 72-853-6694  
 Has Not Opted Out of Direct Marketing
- (S)** SAP CYPRUS LIMITED  
 Athina Court, Flat 101, 92 Ifigeneias, Strovolos, 2003, Cyprus  
 D-U-N-S® Number: 35-713-4142  
 Has Not Opted Out of Direct Marketing
- (S)** SAP-BULGARIA EOOD  
 136 A Tsar Boris Iii Blvd., Sofia, 1618, Bulgaria  
 D-U-N-S® Number: 52-361-0156  
 Has Not Opted Out of Direct Marketing
- (HQ)** SAP Korea Limited  
 Dogok-Dong, Seoul, Seoul, 06292, Korea, Republic of  
 D-U-N-S® Number: 68-794-1039  
 Has Not Opted Out of Direct Marketing
- (S)** SAP Labs Korea, Inc.  
 235 Banpo-Daero Seocho-Gu, Seoul, Seoul, 06578, Korea, Republic of  
 D-U-N-S® Number: 68-885-9938  
 Has Not Opted Out of Direct Marketing

- (S) SAP NORTH WEST AFRICA LTD  
6Eme Etage Plateau 601 Park 1100 Batiment Shore 10 Boulevard Al Q, Casablanca, 20270, Morocco  
D-U-N-S® Number: 35-402-2520  
Has Not Opted Out of Direct Marketing
- (HQ) SAP PHILIPPINES, INC.  
27Th Floor Nac Tower, Taguig, Manila, 1634, Philippines  
D-U-N-S® Number: 71-882-4840  
Has Not Opted Out of Direct Marketing
- (S) SAP HONG KONG CO. LIMITED  
35/F Times Sq Twr 2, Causeway Bay, Hong Kong SAR  
D-U-N-S® Number: 66-321-6133  
Has Not Opted Out of Direct Marketing
- (HQ) SAP Middle East & North Africa (L.L.C)  
Near American University In Dubai Butterfly, Building B, Al Bourouj Street, Dubai Internet City, Dubai, Dubai, United Arab...  
D-U-N-S® Number: 85-100-7513  
Has Not Opted Out of Direct Marketing
- (HQ) SAP FRANCE HOLDING  
Mysap Fr Sapmarkets Fr Sapmarketket Fr, Levallois-Perret, Ile-De-France, 92300, France  
D-U-N-S® Number: 50-052-2925  
Has Not Opted Out of Direct Marketing
- (HQ) SAP LABS FRANCE  
Erp Font De L Orme, Mougins, Provence-Alpes-Cote D'Azur, 06250, France  
D-U-N-S® Number: 50-146-2571  
Has Not Opted Out of Direct Marketing
- (S) Business Objects Holding B.V.  
Amerikastraat 10, 's-Hertogenbosch, Noord-Brabant, 5232 BE, Netherlands  
D-U-N-S® Number: 41-848-7294  
Opts Out of Direct Marketing
- (HQ) SAP FRANCE  
35 Rue D Alsace, Levallois-Perret, Ile-De-France, 92300, France  
D-U-N-S® Number: 76-773-7265  
Has Not Opted Out of Direct Marketing
- (HQ) BUSINESS OBJECTS SOFTWARE LIMITED  
1012/1014 Kingswood Avenue, Dublin, 24, Ireland  
D-U-N-S® Number: 98-583-8981  
Has Not Opted Out of Direct Marketing
- (S) CRYSTAL DECISIONS (IRELAND) LIMITED  
Block 1 Harcourt Centre, Dublin, 2, Ireland  
D-U-N-S® Number: 98-562-5552  
Has Not Opted Out of Direct Marketing

**(S)** BUSINESS OBJECTS MALAYSIA SDN BHD  
 165 Jalan Ampang, Kuala Lumpur, Kuala Lumpur, 50450, Malaysia  
 D-U-N-S® Number: 89-430-8134  
 Has Not Opted Out of Direct Marketing

**(S)** SAP IRELAND US-FINANCIAL SERVICES DESIGNATED ACTIVITY COMPANY  
 1012-1014 Kingswood Avenue, Dublin, 24, Ireland  
 D-U-N-S® Number: 98-504-5800  
 Has Not Opted Out of Direct Marketing

**(HQ)** Sap America, Inc.  
 3999 West Chester Pike, Newtown Square, Pennsylvania, 19073-2305, United States  
 D-U-N-S® Number: 18-361-6317  
 Has Not Opted Out of Direct Marketing

**(HQ)** Tomorrownow, Incorporated  
 1716 Briarcrest Dr Ste 400, Bryan, Texas, 77802-2766, United States  
 D-U-N-S® Number: 13-176-6474  
 Has Not Opted Out of Direct Marketing

**(HQ)** Successfactors, Inc.  
 1 Tower Pl Ste 1100, South San Francisco, California, 94080-1839, United States  
 D-U-N-S® Number: 80-915-9460  
 Has Not Opted Out of Direct Marketing

**(S)** SUCCESSFACTORS (PHILIPPINES), INC.  
 12Th Floor Isquare Building, Pasig, Manila, 1600, Philippines  
 D-U-N-S® Number: 72-127-8737  
 Has Not Opted Out of Direct Marketing

**(HQ)** Plateau Systems, LLC  
 2000 Edmund Halley Dr Ste 400, Reston, Virginia, 20191-3466, United States  
 D-U-N-S® Number: 93-363-8629  
 Has Not Opted Out of Direct Marketing

**(S)** SYBASE SOFTWARE (MALAYSIA) SDN. BHD.  
 Suite 22.09 Level 22 G Tower, Kuala Lumpur, Kuala Lumpur, 50400, Malaysia  
 D-U-N-S® Number: 65-221-8058  
 Has Not Opted Out of Direct Marketing

**(S)** Ariba Inc.  
 3999 West Chester Pike, Newtown Square, Pennsylvania, 19073-2305, United States  
 D-U-N-S® Number: 07-986-2904  
 Has Not Opted Out of Direct Marketing

**(S)** CRYSTAL DECISIONS HOLDINGS LIMITED  
 Block 1 Harcourt Centre, Harcourt Street, Dublin, 2, Ireland  
 D-U-N-S® Number: 98-551-0549  
 Has Not Opted Out of Direct Marketing

- (S)** SAP Dritte Beteiligungs- und Vermögensverwaltungs GmbH  
 Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany  
 D-U-N-S® Number: 55-135-1476  
 Has Not Opted Out of Direct Marketing
- (S)** Sapmarkets, Inc.  
 3475 Deer Creek Rd Bldg B, Palo Alto, California, 94304-1316, United States  
 D-U-N-S® Number: 93-005-3793  
 Has Not Opted Out of Direct Marketing
- (S)** Sap National Security Services, Inc.  
 3809 West Chester Pike Ste 210, Newtown Square, Pennsylvania, 19073-2331, United States  
 D-U-N-S® Number: 14-494-9653  
 Has Not Opted Out of Direct Marketing
- (HQ)** Concur Technologies, Inc.  
 601 108Th Ave Ne Ste 1000, Bellevue, Washington, 98004-4750, United States  
 D-U-N-S® Number: 86-726-2263  
 Has Not Opted Out of Direct Marketing
- (HQ)** CONCUR JAPAN, INC.  
 6-10-1, Ginza, Chuo-Ku, Tokyo, 104-0061, Japan  
 D-U-N-S® Number: 69-124-4386  
 Has Not Opted Out of Direct Marketing
- (HQ)** Trx, Inc.  
 3500 Lenox Rd Ne Ste G2, Atlanta, Georgia, 30326-4265, United States  
 D-U-N-S® Number: 12-764-2069  
 Has Not Opted Out of Direct Marketing
- (S)** TRX Luxembourg SARL  
 Route D'Esch 412 F, Luxembourg, 1471, Luxembourg  
 D-U-N-S® Number: 37-021-8101  
 Has Not Opted Out of Direct Marketing
- (HQ)** TRX UK, LTD  
 5 New Street Square, London, EC4A 3TW, United Kingdom  
 D-U-N-S® Number: 23-862-8155  
 Has Not Opted Out of Direct Marketing
- (S)** TRX EUROPE, LTD  
 Sutherland House, Crawley, RH10 1UH, United Kingdom  
 D-U-N-S® Number: 23-849-9201  
 Has Not Opted Out of Direct Marketing
- (S)** Hipmunk, Inc.  
 180 Townsend St, San Francisco, California, 94107-2588, United States  
 D-U-N-S® Number: 01-468-4206  
 Opts Out of Direct Marketing

- (HQ) Sap Labs, LLC  
3410 Hillview Ave, Palo Alto, California, 94304-1395, United States  
D-U-N-S® Number: 95-737-0851  
Has Not Opted Out of Direct Marketing
- (S) HMS Software, Inc.  
1912 Lakeview Dr, Harker Heights, Texas, 76548-8721, United States  
D-U-N-S® Number: 84-272-7161  
Has Not Opted Out of Direct Marketing
- (S) Sap Investments Inc  
3999 West Chester Pike, Newtown Square, Pennsylvania, 19073-2305, United States  
D-U-N-S® Number: 09-909-3762  
Has Not Opted Out of Direct Marketing
- (S) SAP Business Services Center Nederland B.V.  
Amerikastraat 10, 's-Hertogenbosch, Noord-Brabant, 5232 BE, Netherlands  
D-U-N-S® Number: 41-416-5340  
Has Not Opted Out of Direct Marketing
- (S) SYBASE PHILIPPINES INC  
29Th Floor Citibank Tower, Makati, Manila, Philippines  
D-U-N-S® Number: 71-890-3677  
Has Not Opted Out of Direct Marketing
- (HQ) SYBASE SOFTWARE (INDIA) PRIVATE LIMITED  
Unit No. 401, 4Th Floor, Platina Building,, Mumbai, Maharashtra, 400051, India  
D-U-N-S® Number: 91-862-0829  
Has Not Opted Out of Direct Marketing
- (S) SYBASE 365 PTE. LTD.  
36Th Floor Menara Maxis, Kuala Lumpur, Kuala Lumpur, 50480, Malaysia  
D-U-N-S® Number: 65-245-4443  
Has Not Opted Out of Direct Marketing
- (S) Sap International, Inc.  
5301 Blue Lagoon Dr Ste 790, Miami, Florida, 33126-2099, United States  
D-U-N-S® Number: 15-989-1910  
Has Not Opted Out of Direct Marketing
- (S) Sybase 365, LLC  
1 Sybase Dr, Dublin, California, 94568-7976, United States  
D-U-N-S® Number: 07-869-1527  
Has Not Opted Out of Direct Marketing
- (S) Sap Industries, Inc.  
3999 West Chester Pike, Newtown Square, Pennsylvania, 19073-2305, United States  
D-U-N-S® Number: 04-100-0973  
Has Not Opted Out of Direct Marketing

- (S)** SAP Projektverwaltungs- und Beteiligungs GmbH  
 Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany  
 D-U-N-S® Number: 53-773-2633  
 Has Not Opted Out of Direct Marketing
- (HQ)** Sap Public Services, Inc.  
 1399 New York Ave Nw Ste 800, Washington, District of Columbia, 20005-4744, United States  
 D-U-N-S® Number: 08-580-0527  
 Has Not Opted Out of Direct Marketing
- (HQ)** Ariba, Inc.  
 3420 Hillview Ave Bldg 3, Palo Alto, California, 94304-1355, United States  
 D-U-N-S® Number: 96-747-7712  
 Has Not Opted Out of Direct Marketing
- (S)** Ariba International Singapore Pte. Ltd.  
 3 Temasek Avenue, Singapore, 039190, Singapore  
 D-U-N-S® Number: 62-847-3852  
 Has Not Opted Out of Direct Marketing
- (S)** Ariba Middle East  
 34669, Dubai, Dubai, United Arab Emirates  
 D-U-N-S® Number: 56-157-5858  
 Has Not Opted Out of Direct Marketing
- (HQ)** Ariba Technologies Netherlands B.V.  
 Amerikastraat 10, 's-Hertogenbosch, Noord-Brabant, 5232 BE, Netherlands  
 D-U-N-S® Number: 40-314-8963  
 Opts Out of Direct Marketing
- (HQ)** Ariba Technologies India Private Limited  
 56/14, 3Rd Floor, Sharada Towers, Bangalore, Karnataka, 560046, India  
 D-U-N-S® Number: 91-862-6292  
 Has Not Opted Out of Direct Marketing
- (S)** NIHON Ariba K.K.  
 1-6-4, Kojimachi, Chiyoda-Ku, Tokyo, 102-0083, Japan  
 D-U-N-S® Number: 71-421-7721  
 Has Not Opted Out of Direct Marketing
- (S)** Quadrem Peru S.A.C.  
 Av. Pardo Y Aliaga No. 699 Apt. 4, Lima, Lima, 27, Peru  
 D-U-N-S® Number: 95-316-7447  
 Has Not Opted Out of Direct Marketing
- (HQ)** Crystal Decisions (UK) Limited  
 New Street Square, London, EC4A 3TW, United Kingdom  
 D-U-N-S® Number: 29-859-0977  
 Has Not Opted Out of Direct Marketing

- (S)** SAP Sechste Beteiligungs- und Vermögensverwaltungs GmbH  
 Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany  
 D-U-N-S® Number: 34-199-4860  
 Has Not Opted Out of Direct Marketing
- (S)** SuccessFactors Cayman Ltd  
 C/O Esera Trust Cayman Limited, George Town, Cayman Islands  
 D-U-N-S® Number: 81-555-7627  
 Has Not Opted Out of Direct Marketing
- (S)** SAP UAB  
 Gyneju G. 16, Vilnius, LT-01109, Lithuania  
 D-U-N-S® Number: 56-568-7019  
 Has Not Opted Out of Direct Marketing
- (HQ)** CONCUR TECHNOLOGIES (INDIA) PRIVATE LIMITED  
 5Th Flr, 65/2, Laurel B Block, Bagmane Tech Park,, Bangalore, Karnataka, 560093, India  
 D-U-N-S® Number: 65-087-1457  
 Has Not Opted Out of Direct Marketing
- (HQ)** SAP Beteiligungs GmbH  
 Hasso-Plattner-Ring 7, Walldorf, Baden-Württemberg, 69190, Germany  
 D-U-N-S® Number: 32-934-6279  
 Has Not Opted Out of Direct Marketing
- (HQ)** SAP Deutschland SE & Co. KG  
 Hasso-Plattner-Ring 7, Walldorf, Baden-Württemberg, 69190, Germany  
 D-U-N-S® Number: 32-926-0280  
 Has Not Opted Out of Direct Marketing
- (S)** SAP TURKIYE YAZILIM URETIM VE TICARET ANONIM Sirketi  
 No:82 F/16, Unalan Mahallesi, Istanbul (Anatolia), Turkey  
 D-U-N-S® Number: 36-648-9453  
 Has Not Opted Out of Direct Marketing
- (S)** CONCUR (CANADA), INC.  
 4120 Yonge St Unit 600, North York, Ontario, M2P 2B8, Canada  
 D-U-N-S® Number: 20-351-8352  
 Has Not Opted Out of Direct Marketing
- (HQ)** SAP (Schweiz) AG  
 Leugenestrasse 6, Biel/Bienne, Bern, 2500, Switzerland  
 D-U-N-S® Number: 48-166-6931  
 Has Not Opted Out of Direct Marketing
- (S)** Concur (Switzerland) GmbH  
 C/O Tmf Services Sa, Zürich Branch, Zürich, Zürich, 8001, Switzerland  
 D-U-N-S® Number: 48-614-3238  
 Has Not Opted Out of Direct Marketing



**(S)**

SAP Estonia OÜ

11 Roosikrantsi, Tallinn, 10119, Estonia

D-U-N-S® Number: 56-573-3636

Has Not Opted Out of Direct Marketing

**(HQ)**

SAP IRELAND LIMITED

1012/1014 Kingswood Avenue, Dublin, 24, Ireland

D-U-N-S® Number: 98-548-4059

Has Not Opted Out of Direct Marketing

**(HQ)**

SAP Ventures Investment GmbH

Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany

D-U-N-S® Number: 34-263-8881

Has Not Opted Out of Direct Marketing

**(S)**

SAP Siebte Beteiligungs- und Vermögensverwaltungs GmbH

Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany

D-U-N-S® Number: 31-413-1235

Has Not Opted Out of Direct Marketing

**(S)**

OutlookSoft Deutschland GmbH

Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany

D-U-N-S® Number: 33-280-5147

Has Not Opted Out of Direct Marketing

**(S)**

SAP Hosting Beteiligungs GmbH

Sap-Allee 45, St. Leon-Rot, Baden-Württemberg, 68789, Germany

D-U-N-S® Number: 32-816-8120

Has Not Opted Out of Direct Marketing

**(S)**

SAP Vierte Beteiligungs- und Vermögensverwaltungs GmbH

Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany

D-U-N-S® Number: 55-123-3781

Has Not Opted Out of Direct Marketing

**(HQ)**

SAP ASIA PTE. LTD.

30 Pasir Panjang Road, Singapore, 117440, Singapore

D-U-N-S® Number: 59-510-4571

Has Not Opted Out of Direct Marketing

**(S)**

SAP ASIA (VIETNAM) COMPANY LIMITED

24C Phan Dang Luu Street,, Ho Chi Minh, Vietnam

D-U-N-S® Number: 55-641-5692

Has Not Opted Out of Direct Marketing

**(S)**

SYBASE (SINGAPORE) PTE. LTD.

438B Alexandra Road, Singapore, 119968, Singapore

D-U-N-S® Number: 59-544-5719

Has Not Opted Out of Direct Marketing

- HQ** SAP Nederland B.V.  
Amerikastraat 10, 's-Hertogenbosch, Noord-Brabant, 5232 BE, Netherlands  
D-U-N-S® Number: 41-081-0758  
Opts Out of Direct Marketing
- HQ** Concur Holdings (Netherlands) B.V.  
Amerikastraat 10, 's-Hertogenbosch, Noord-Brabant, 5232 BE, Netherlands  
D-U-N-S® Number: 48-953-5201  
Opts Out of Direct Marketing
- S** Concur Technologies (Hong Kong) Limited  
Rm 3201 Jardine Hse, Central District, Hong Kong SAR  
D-U-N-S® Number: 66-956-3590  
Has Not Opted Out of Direct Marketing
- HQ** CONCUR TECHNOLOGIES (AUSTRALIA) PTY LIMITED  
L4 123 Epping Rd, Macquarie Park, New South Wales, 2113, Australia  
D-U-N-S® Number: 75-960-7773  
Has Not Opted Out of Direct Marketing
- S** CONTGO PTY LTD  
33 York St, Sydney, New South Wales, 2000, Australia  
D-U-N-S® Number: 75-665-6281  
Has Not Opted Out of Direct Marketing
- S** Concur (Germany) GmbH  
Frankfurter Str. 1, Eschborn, Hessen, 65760, Germany  
D-U-N-S® Number: 31-261-0691  
Has Not Opted Out of Direct Marketing
- S** Concur (Czech) s.r.o.  
Bucharova 2817/11, Praha 5 - Stodulky, 15800, Czech Republic  
D-U-N-S® Number: 49-510-8251  
Has Not Opted Out of Direct Marketing
- S** CONCUR (NEW ZEALAND) LIMITED  
Level 7, 36 Brandon Street, Wellington,, 6011, New Zealand  
D-U-N-S® Number: 59-138-6941  
Has Not Opted Out of Direct Marketing
- S** CONCUR TECHNOLOGIES (SINGAPORE) PTE. LTD.  
30 Pasir Panjang Road, Singapore, 117440, Singapore  
D-U-N-S® Number: 59-536-4047  
Has Not Opted Out of Direct Marketing
- S** CONCUR HOLDINGS FRANCE SAS  
  
D-U-N-S® Number: 26-126-6612  
Has Not Opted Out of Direct Marketing

**(S)** CONCUR (FRANCE) SAS  
 Etap Eole Etudes Applications On Line, Levallois-Perret, Ile-De-France, 92300, France  
 D-U-N-S® Number: 39-164-2431  
 Has Not Opted Out of Direct Marketing

**(S)** GLOBALEXPENSE LTD  
 7 Bath Road, Slough, SL1 3UA, United Kingdom  
 D-U-N-S® Number: 23-827-6492  
 Has Not Opted Out of Direct Marketing

**(HQ)** CONCUR TECHNOLOGIES (UK) LIMITED  
 Sygnus Court, Maidenhead, SL6 8AD, United Kingdom  
 D-U-N-S® Number: 52-566-5634  
 Has Not Opted Out of Direct Marketing

**(HQ)** CONTGO LIMITED  
 5 New Street Square, London, EC4A 3TW, United Kingdom  
 D-U-N-S® Number: 73-577-0088  
 Opts Out of Direct Marketing

**(S)** CONTGO CONSULTING LIMITED  
 5 New Street Square, London, EC4A 3TW, United Kingdom  
 D-U-N-S® Number: 67-147-9814  
 Has Not Opted Out of Direct Marketing

**(HQ)** SAP ESPAÑA SISTEMAS APLICACIONES Y PRODUCTOS EN LA INFORMATICA SA  
 Calle Torrelaguna, 77 - Bl. Sap, Madrid, Madrid, 28043, Spain  
 D-U-N-S® Number: 46-864-5726  
 Has Not Opted Out of Direct Marketing

**(HQ)** S.A.P. ITALIA SISTEMI APPLICAZIONI PRODOTTI IN DATA PROCESSING SPA  
 Via Monza 7/A, Vimercate, Monza E Brianza, 20871, Italy  
 D-U-N-S® Number: 43-970-4917  
 Has Not Opted Out of Direct Marketing

**(S)** SAP Costa Rica SA  
 Plaza Tempo Piso 4°, San Jose, San Jose, Costa Rica  
 D-U-N-S® Number: 85-320-2992  
 Has Not Opted Out of Direct Marketing

**(S)** SAP Az MMC  
 Landmark Plaza Iii, 90A Nizami Str., Baku, AZ1010, Azerbaijan  
 D-U-N-S® Number: 50-686-6063  
 Has Not Opted Out of Direct Marketing

**(S)** SAP TAIWAN CO., LTD.  
 10F, 11F, No. 123, Sung Jen Rd., Taipei City, 10596, Taiwan Region  
 D-U-N-S® Number: 65-747-1996  
 Has Not Opted Out of Direct Marketing

- (HQ) SAP ISRAEL Ltd  
Raanana, Raanana, Israel  
D-U-N-S® Number: 53-294-3537  
Has Not Opted Out of Direct Marketing
- (S) ClearTrip Inc  
C/O Maples Corporate Services Limited, George Town, KY1-1104, Cayman Islands  
D-U-N-S® Number: 81-555-7628  
Has Not Opted Out of Direct Marketing
- (S) All Tax Platform - Solucoes Tributarias S.A.  
Av. Das Nações Unidas 12901, São Paulo, Sao Paulo, 04578-000, Brazil  
D-U-N-S® Number: 90-114-2215  
Has Not Opted Out of Direct Marketing
- (HQ) SAP AUSTRALIA PTY LTD  
Level 6, North Sydney, New South Wales, 2060, Australia  
D-U-N-S® Number: 75-087-1899  
Has Not Opted Out of Direct Marketing
- (S) GIGYA AUSTRALIA PTY LTD  
L1 1113-1121 High St, Armadale, Victoria, 3143, Australia  
D-U-N-S® Number: 74-455-2684  
Has Not Opted Out of Direct Marketing
- (HQ) Fieldglass, Inc.  
111 N Canal St Ste 600, Chicago, Illinois, 60606-7221, United States  
D-U-N-S® Number: 00-204-8341  
Has Not Opted Out of Direct Marketing
- (S) FIELDGLASS EUROPE LIMITED  
Clockhouse Place Bedfont Road, Feltham, TW14 8HD, United Kingdom  
D-U-N-S® Number: 71-939-3634  
Has Not Opted Out of Direct Marketing
- (HQ) SAP (UK) LIMITED  
Clockhouse Place, Feltham, TW14 8HD, United Kingdom  
D-U-N-S® Number: 39-695-1675  
Has Not Opted Out of Direct Marketing
- (S) GIGYA UK LIMITED  
2Nd Floor Regis House, London, EC4R 9AN, United Kingdom  
D-U-N-S® Number: 21-830-2940  
Has Not Opted Out of Direct Marketing
- (HQ) TRX TECHNOLOGIES INDIA PRIVATE LIMITED  
5, 2Nd Floor, Salarpuria Infinity Building, Bannerghatta Road, Bangalore, Karnataka, 560024, India  
D-U-N-S® Number: 86-443-4353  
Has Not Opted Out of Direct Marketing

- (S) Sap Global Marketing Inc.  
 10 Hudson Yards Fl 51, New York, New York, 10001-2157, United States  
 D-U-N-S® Number: 62-359-3444  
 Has Not Opted Out of Direct Marketing
- (HQ) Sap Belgium - Systems Applications and Products  
 Avenue Des Olympiades 2, Bruxelles, 1140, Belgium  
 D-U-N-S® Number: 37-318-2526  
 Has Not Opted Out of Direct Marketing
- (S) SAP LABS, OOO  
 D. 52 Str. 2, Naberezhnaya Kosmodamianskaya, Moscow, 115054, Russian Federation  
 D-U-N-S® Number: 50-547-9227  
 Has Not Opted Out of Direct Marketing
- (HQ) SAP México, S.A. de C.V.  
 Prol. Paseo De La Reforma No. 600 Int.2, México, Ciudad De Mexico, 01210, Mexico  
 D-U-N-S® Number: 81-222-5902  
 Has Not Opted Out of Direct Marketing
- (S) Sap Chile Ltda.  
 Rosario Norte 100, Of. 1301, Santiago, Santiago, Chile  
 D-U-N-S® Number: 81-563-2520  
 Has Not Opted Out of Direct Marketing
- (S) SAP INDIA (HOLDING) PTE. LTD.  
 30 Pasir Panjang Road, Singapore, 117440, Singapore  
 D-U-N-S® Number: 62-835-9044  
 Has Not Opted Out of Direct Marketing
- (S) SAP Latvia SIA  
 21 Krisjana Valdemara Iela, Riga, LV-1010, Latvia  
 D-U-N-S® Number: 68-177-8454  
 Has Not Opted Out of Direct Marketing
- (HQ) SAP Portals Holding Beteiligungs GmbH  
 Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany  
 D-U-N-S® Number: 34-408-4483  
 Has Not Opted Out of Direct Marketing
- (S) SAP Nederland Holding B.V.  
 Amerikastraat 10, 's-Hertogenbosch, Noord-Brabant, 5232 BE, Netherlands  
 D-U-N-S® Number: 48-963-6033  
 Has Not Opted Out of Direct Marketing
- (HQ) SAP NEW ZEALAND LIMITED  
 Level 15, 151 Queen Street, Auckland,, 1010, New Zealand  
 D-U-N-S® Number: 59-054-7592  
 Has Not Opted Out of Direct Marketing

**HQ** Gigya, Inc.  
2513 Charleston Rd Ste 200, Mountain View, California, 94043-1607, United States  
D-U-N-S® Number: 80-846-3827  
Has Not Opted Out of Direct Marketing

**HQ** Sap Norge AS  
Lysaker Torg 5, Lysaker, 1366, Norway  
D-U-N-S® Number: 73-132-0917  
Has Not Opted Out of Direct Marketing

**HQ** Sap Svenska AB  
Sveavägen 44, Stockholm, Stockholm, 111 34, Sweden  
D-U-N-S® Number: 35-598-0962  
Has Not Opted Out of Direct Marketing

**S** SAP Erste Beteiligungs- und Vermögensverwaltungs GmbH  
Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany  
D-U-N-S® Number: 55-129-6994  
Has Not Opted Out of Direct Marketing

**HQ** SAP Andina y del Caribe, C.A.  
Av. Principal De La Castellana,, Caracas, Distrito Federal, 1060, Venezuela  
D-U-N-S® Number: 88-671-3148  
Has Not Opted Out of Direct Marketing

**S** SAP Perú S.A.C.  
Av. Circunvalación Del Club Golf, Lima, Lima, 33, Peru  
D-U-N-S® Number: 93-484-7955  
Has Not Opted Out of Direct Marketing

**HQ** SAP ROMANIA SRL  
Str. Tipografilor Nr 11-15, Sectorul 1, Bucuresti, Romania  
D-U-N-S® Number: 56-554-8562  
Has Not Opted Out of Direct Marketing

**S** SAP Zweite Beteiligungs- und Vermögensverwaltungs GmbH  
Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany  
D-U-N-S® Number: 50-692-7305  
Has Not Opted Out of Direct Marketing

**S** SAP ESTONIA OU  
Tatari Tn 2, Tallinn, 10141, Estonia  
D-U-N-S® Number: 56-544-4426  
Has Not Opted Out of Direct Marketing

**S** SAP MALTA INVESTMENTS LIMITED  
171 Old Bakery Street, Valletta, Malta  
D-U-N-S® Number: 56-556-9700  
Has Not Opted Out of Direct Marketing

**(HQ)** CLEARTRIP PRIVATE LIMITED  
Unit No 001, Ground Floor, Dtc Building,, Mumbai, Maharashtra, 400011, India  
D-U-N-S® Number: 67-737-7612  
Has Not Opted Out of Direct Marketing

**(S)** Altiscale, Inc.  
3460 Hillview Ave, Palo Alto, California, 94304-1338, United States  
D-U-N-S® Number: 07-928-0620  
Has Not Opted Out of Direct Marketing

**(S)** Sybase 365 Ltd.  
C/O: Codan Trust Company (B.V.I.) Ltd., Road Town, Virgin Islands (British)  
D-U-N-S® Number: 86-543-4294  
Has Not Opted Out of Direct Marketing

**(S)** SAP Puerto Rico GmbH  
Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany  
D-U-N-S® Number: 34-118-3907  
Has Not Opted Out of Direct Marketing

**(S)** SAP International Panama SA  
Punta Pacifica, Torres De Las Americas, Torre B, Panama City, Panama  
D-U-N-S® Number: 81-680-2665  
Has Not Opted Out of Direct Marketing

**(HQ)** SAP Finland Oy  
Keilasatama 5, Espoo, Uusimaa, 02150, Finland  
D-U-N-S® Number: 36-871-1789  
Has Not Opted Out of Direct Marketing

**(HQ)** SAP Labs Finland Oy  
Keilasatama 5, Espoo, Uusimaa, 02150, Finland  
D-U-N-S® Number: 36-919-2120  
Has Not Opted Out of Direct Marketing

**(S)** Merlin Systems Oy  
Keilasatama 5, Espoo, Uusimaa, 02150, Finland  
D-U-N-S® Number: 53-780-5277  
Has Not Opted Out of Direct Marketing

**(S)** SAP SAUDI ARABIA SOFTWARE SERVICES LIMITED  
4Th Floor, Centria Center, Olaya Main Road, P O Box 19319, Riyadh, 11435, Saudi Arabia  
D-U-N-S® Number: 55-771-8256  
Has Not Opted Out of Direct Marketing

**(S)** SAP Services s.r.o.  
Bucharova 2817/11, Praha 5 - Stodulky, 15800, Czech Republic  
D-U-N-S® Number: 49-516-5367  
Has Not Opted Out of Direct Marketing

- (S)** SAP EMEA INSIDE SALES SL  
Calle Torrelaguna 77, Madrid, Madrid, 28043, Spain  
D-U-N-S® Number: 47-527-1974  
Has Not Opted Out of Direct Marketing
- (S)** SAP Hungary Rendszerek, Alkalmazások és Termékek az Adatfeldolgozásban Informatikai Korlátolt Felelősségű Társaság  
Záhony U. 7. (Graphisoft Park), Budapest, 1031, Hungary  
D-U-N-S® Number: 40-122-8515  
Has Not Opted Out of Direct Marketing
- (HQ)** SAP INDIA PRIVATE LIMITED  
6Th Floor, Plot C1, Rmz Ecoworld,, Bangalore, Karnataka, 560103, India  
D-U-N-S® Number: 65-027-4975  
Has Not Opted Out of Direct Marketing
- (S)** SAP Foreign Holdings GmbH  
Dietmar-Hopp-Allee 16, Walldorf, Baden-Württemberg, 69190, Germany  
D-U-N-S® Number: 34-383-9705  
Has Not Opted Out of Direct Marketing
- (HQ)** SAP CR, spol. s r.o.  
Vysokčilova 1481/4, Praha 4 - Michle, 14000, Czech Republic  
D-U-N-S® Number: 36-055-2848  
Has Not Opted Out of Direct Marketing

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## News



*Gas and electricity*  
2-Sep-2019 (538 words)

### Permalink to Northern district of texas blog electricity voltage in usa

On December 4, 2018, Judge Kinkeade issued an Order (available [here](#)) in SAP America v. InvestPic. SAP filed a declaratory-judgment lawsuit against Investpic seeking a declaration of non-infringement of Investpic's patent. Investpic counterclaimed for infringement, and lost at the gas laws worksheet pdf district court and the Federal Circuit (both of whom ruled that Investpic's patent...  
[www.gaselectricity.in](http://www.gaselectricity.in)



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1/21/2020

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## Order Business Documents



Date: 01/21/2020

### Business Name History

Name	Name Type
SAP AMERICA, INC.	Current Name

### Business Entity Details

#### Officers

Name	SAP AMERICA, INC.
Entity Number	1055517
Entity Type	Business Corporation
Status	Active
Citizenship	Foreign
Entity Creation Date	09/22/1988
Effective Date	09/22/1988
State Of Inc	DE
Address	%CT Corporation System Philadelphia
Name	GEORGE HAGE HUELSMAN
Title	SECRETARY
Address	3999 W CHESTER PIKE NEWTOWN SQUARE PA 19073-23
Name	HEINZ ROGGENKEMPER
Title	PRESIDENT
Address	3999 WEST CHESTER PIKE NEWTOWN SQUARE PA 19073-2305
Name	HEINZ ROGGENKEMPER
Title	TREASURER
Address	3999 WEST CHESTER PIKE NEWTOWN SQUARE PA 19073-2305

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<input type="checkbox"/>	02/17/2010	STATEMENT OF MERGER-FOREIGN BUSINESS 7	2	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	143	709	2	
<input type="checkbox"/>	02/15/2011	STATEMENT OF MERGER-FOREIGN BUSINESS 8	2	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00				
<input type="checkbox"/>	02/15/2011	STATEMENT OF MERGER-FOREIGN BUSINESS 9	2	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00				
<input type="checkbox"/>	04/29/2013	STATEMENT OF MERGER-FOREIGN BUSINESS 10	2	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00				
<input type="checkbox"/>	10/01/2013	ARTICLES OF MERGER-BUSINESS 11	6	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00				
<input type="checkbox"/>	11/28/2018	Transfer of Registration - Foreign 12	2	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00				

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<input type="checkbox"/>	01/21/2020	Index and Docket Report	1	<input type="text" value="1"/>	\$15.00		
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[View Search Results](#)**Entity Details**

**File Number:** 2148316 **Incorporation Date / Formation Date:** 1/4/1988 (mm/dd/yyyy)

**Entity Name:** SAP AMERICA, INC.

**Entity Kind:** Corporation **Entity Type:** General

**Residency:** Domestic **State:** State:

**Status:** Good Standing **Status Date:** 12/22/2014

**TAX INFORMATION**

**Last Annual Report Filed:** 2018 **Tax Due:** \$ 0

**Annual Tax Assessment:** \$ 175 **Total Authorized Shares:** 5000

**REGISTERED AGENT INFORMATION**

**Name:** THE CORPORATION TRUST COMPANY

**Address:** CORPORATION TRUST CENTER 1209 ORANGE ST

**City:** WILMINGTON **County:** New Castle

**State:** DE **Postal Code:** 19801

**Phone:** 302-658-7581

**FILING HISTORY (Last 5 Filings)**

<u>Seq</u>	<u>Description</u>	<u>No. of pages</u>	<u>Filing Date</u> (mm/dd/yyyy)	<u>Filing Time</u>	<u>Effective Date</u> (mm/dd/yyyy)
1	Merger [Survivor]	2	9/26/2018	6:51 PM	10/1/2018
2	Merger [Survivor]	2	6/30/2017	4:03 PM	7/1/2017
3	Merger [Survivor]	2	3/28/2017	1:25 PM	4/1/2017
4	Merger [Survivor]	3	10/27/2015	6:58 PM	11/1/2015
5	Merger [Survivor]	2	12/22/2014	4:47 PM	1/1/2015


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Entity# : 1055517  
 Date Filed : 11/28/2018  
 Pennsylvania Department of State

PENNSYLVANIA DEPARTMENT OF STATE  
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

<input type="checkbox"/> Return document by mail to: <b>CT - COUNTER</b>		Transfer of Foreign Registration DSCB:15-418 (rev. 2/2017)
Name <u>11244332 SO 52</u>		
Address <u>nicole.grimme@wolterskluwer.com</u>		
City _____ State _____ Zip Code _____	TCO181129MC1947	
<input checked="" type="checkbox"/> Return document by email to: _____		

Read all instructions prior to completing. This form may be su

Fee: \$70

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 418 (relating to transfer of registration), the undersigned registered foreign association hereby states that:

1. The name of the association under which it is registered to do business in this Commonwealth and before the merger or conversion is:

Gigya, Inc.

2. The type of association before the merger or conversion is (check only one):

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership                     | <input type="checkbox"/> Business Trust           |
| <input type="checkbox"/> Nonprofit Corporation           | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company       | <input type="checkbox"/> Limited Liability Limited Partnership   |   |

3. The name of the association following the merger or conversion:

SAP America, Inc.

3A. If the name in 3 does not contain a required designator or if the name in 3 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

4. The type of association after the merger or conversion (check only one):

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership                     | <input type="checkbox"/> Business Trust           |
| <input type="checkbox"/> Nonprofit Corporation           | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company       | <input type="checkbox"/> Limited Liability Limited Partnership   |   |

5. The jurisdiction of formation of the association after the merger or conversion is: Delaware

2019 NOV 28 AM 9:59

PA. DEPT. OF STATE

DSCB:15-418 - 2

If different than the information for the registered foreign association before the merger or conversion, all of the following information for the association after the merger or conversion:

6A. The street and mailing address of the association's principal office is:

3999 West Chester Pike	Newtown Square	PA	19073
Number and street	City	State	Zip

6B. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction is:

1209 Orange Street	Wilmington	DE	19801
Number and street	City	State	Zip

7. The (a) address of the association's registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) **OR** (b) – not both:

(a) \_\_\_\_\_  
 Number and street City State Zip County  
**OR**

(b) c/o: CT CORPORATION SYSTEM Philadelphia  
 Name of Commercial Registered Office Provider County

8. Effective date of transfer of foreign registration is (check, and if appropriate complete, one of the following):

☒ The Transfer of Foreign Registration shall be effective upon filing in the Department of State.

☐ The Transfer of Foreign Registration shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
 Date (MM/DD/YYYY) Hour (if any)

IN TESTIMONY WHEREOF, the undersigned registered foreign association has caused this Transfer of Foreign Registration to be signed by a duly authorized representative of the surviving or converted association this 27th day of November 2018.

SAP AMERICA, INC.

Name of Association

Margaret E. Routzahn  
 Signature

Margaret E. Routzahn, Vice President

Title

DSCB-1004

APPLICATION FOR  
CERTIFICATE OF  
AUTHORITY

PLEASE INDICATE (CHECK ONE TYPE OF CORPORATION)

- ☒ FOREIGN BUSINESS CORPORATION  
☐ FOREIGN NONPROFIT CORPORATION  
☐ FOREIGN PROFESSIONAL CORPORATION  
 Enter Board License No.

DEPARTMENT OF STATE  
CORPORATION BUREAU  
305 NORTH STREET, BUILDING  
HARRISBURG, PA 17103

1 NAME OF CORPORATION

SAP America, Inc.

2 ADDRESS OF CORPORATION OFFICE IN PENNSYLVANIA (VANDERBILT BOX NUMBER NOT ACCEPTABLE)

145 Pine Street, c/o The Prentice-Hall Corporation System, Inc.

3 CITY

Harrisburg

COUNTY

Dauphin

STATE

PA

ZIP CODE

17108

22

FEE

\$100.00

STATE THE BUSINESS PROVIDED TO BE DONE WITHIN THE COMMONWEALTH

including computer software maintenance, design and consulting.

THIS BUSINESS IS AUTHORIZED BY THE CORPORATION'S ARTICLES

4 The corporation is a corporation incorporated for a purpose involving pecuniary profit, incidental or otherwise to its shareholders. (Strike-out if not applicable)

5 NAME UNDER WHICH CORPORATION DOES BUSINESS IN THE COMMONWEALTH

SAP America, Inc.

6 STATE OR COUNTRY OF INCORPORATION

Delaware

DE

7 THE ADDRESS OF THE PRINCIPAL OFFICE IN THE STATE OR COUNTRY OF INCORPORATION

NUMBER AND STREET c/o The Prentice-Hall Corporation System, Inc.

CITY

Dover

STATE

Delaware

ZIP CODE

19901

IN TESTIMONY WHEREOF, the undersigned corporation has caused this application to be signed by a duly authorized officer and its corporate seal, duly attested by another such officer, to be hereunto affixed this 20th day of September 19 88

(CORPORATE SEAL)

SAP America, Inc.

NAME OF CORPORATION

By:

*Heinz-Ulrich Foggenger*Heinz-Ulrich Foggenger,  
President

(TITLE: PRESIDENT, VICE PRESIDENT, ETC.)

Attest:

*David L. Skelding*

David L. Skelding,

Assistant Secretary

(TITLE: SECRETARY, ASSISTANT SECRETARY, ETC.)

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FILED  SEP 22 1988  <i>James J. Elgert</i>  Secretary of the Commonwealth	602 CODE	603 REV BOX	604 INITIAL NO.	100 SERIALIZED NUMBER	
	REVIEWED BY <i>HE</i>	604 SIDE	4694	8870 756	
	DATE APPROVED		AMOUNT 110	601 IDENTIFICATION NUMBER 1055517	
	DATE REJECTED	CERTIFY TO <input type="checkbox"/> REV. <input type="checkbox"/> L&I <input type="checkbox"/> OTHER	INPUT BY <i>HE</i>	LOG IN SEP 22 1988	LOG IN (REFILE)
	SIGNED BY DATE		VERIFIED BY	LOG OUT	LOG OUT (REFILE)

BACP 8-CL-284 (Rev. 81)

Filing Fees: None

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
CORPORATION BUREAU  
208 NORTH OFFICE BUILDING  
HARRISBURG, PA 17120

8870 757

**CORPORATE  
REGISTRY INFORMATION  
FOR  
DEPARTMENTS OF STATE  
AND REVENUE**

(FILE IN TRIPPLICATE)

**BUREAU USE ONLY (17/8/88)**

Department of State Number

File Number

Filing Period Inc. Date 3 4 8

Standard Industrial Code Report Code

☒ **BUSINESS CORPORATION** ☐ **NON-PROFIT CORPORATION** ☐ **MOTOR VEHICLE FOR HIRE**

1 Name of Corporation/Individual **36-3584041**

2 Location of Principal Office in Pennsylvania (Street/Route, City, County, State, Zip Code)  
**100 Pine Street, 3rd Floor, The Prudential Corporation System, Inc.**

3 Office and Mailing Address (If different from 2, provide full address)  
**17108**

4 Principal Office (If different from 3, provide full address)  
**17108**

5 Principal Office (If different from 4, provide full address)  
**17108**

6 Principal Officers (President, Vice President, Secretary, Treasurer)  
A. Name **Heinz-Ulrich Roggenkemper** Title **Pres./Treasurer** Social Security Number  
B. Name **Dr. Georg Hage-Huelmann** Title **Vice Pres./Secr.** Social Security Number  
C. Name **David L. Skelding** Title **Asst. Secretary** Social Security Number  
D. Name **1224 N. Dearborn Parkway, Chicago, IL 60610** Title Social Security Number

7 Date and State of Incorporation as Organization  
Date **JANUARY 4, 1988** State **Delaware**

8 Assignment of Operating as  
☒ Corporation ☐ An Individual ☐ Co-Partnership ☐ Joint Stock Association ☐ Association of Individuals ☐ Other

9 Provide the Act of General Assembly or authority under which you are organized or incorporated (If attached to statute or statute - attach a separate page if more than is required) **General Corporation Law of Delaware**

10 Is the corporation authorized to issue capital stock? **No** **Yes** Amount of Capital stock in and Date  
Amount **\$100,000** Date **2/8/88**

11 If yes, amount authorized? **1,000 shares**

12 Is the Corporation part of a system operating in Pennsylvania? **No** **Yes**  
If yes, provide parent's tax number, name and subsidiary corporation. (Attach a separate sheet listing subsidiary corporation).

13 Corporation's fiscal year ends **December 31** Standard Industrial Classification Code **7372**

14 Describe briefly the business activity to be engaged in, within and year of this application date (attach separate sheet if necessary).  
For Motor Vehicles include reason to be traveled  
**Software maintenance, design and consulting and any lawful act or activity permitted under the Business and Corporation Law of the Commonwealth of Pennsylvania.**

15 For Foreign Corporations Only - Provide that if purpose is stated in articles.  
**To engage in any lawful act or activity for which corporations may be organized under the general corporation laws of Delaware.**



8870 758

# Commonwealth of Pennsylvania

Department of State



## CERTIFICATE OF AUTHORITY

To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Corporation Law, a Foreign Corporation is required to obtain a "Certificate of Authority" before it may do business in the Commonwealth and

Whereas,

SAP AMERICA, INC.

has presented to the Department of State an Application for the same, and in accordance with the requirements of the law, has designated as its registered office in this Commonwealth  
100 PINE STREET X THE PRENTICE HALL CORPORATION SYSTEM INC  
HARRISBURG, PA 17108

Therefore, Know Ye, I Do By These Presents, issue unto such corporation, this Certificate of Authority to transact in the Commonwealth of Pennsylvania the business of

COMPUTER SOFTWARE MAINTENANCE/DESIGN/CONSULTING

Given under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 22nd day of September in the year of our Lord one thousand nine hundred and eighty-eight and of the Commonwealth the two hundred thirteenth



*James J. Hoyt*  
Secretary of the Commonwealth

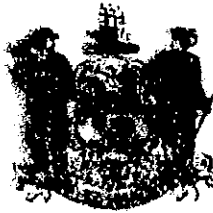
1085517

INFOSEARCH, INC.  
321 N FRONT ST  
HARRISBURG, PA 17101

State of Delaware

PAGE 1

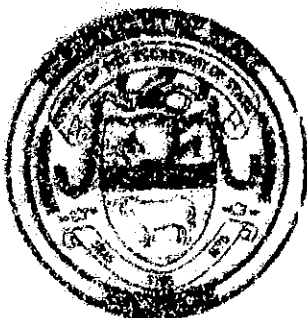
8878 759



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF  
DELAWARE DO HEREBY CERTIFY SAP AMERICA, INC. IS DULY INCORPORATED  
UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING  
AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS  
OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

| | | | |



758235057

*Michael Harkins*  
Michael Harkins, Secretary of State

AUTHENTICATION: 1835709

DATE: 08/22/1988



## EXHIBIT 3

1/6/2020

Civil Docket Report


 No Items in Cart **LOGIN**

Civil Docket Report

A \$5 Convenience fee will be added to the transaction at checkout.

**Case Description**

**Case ID:** 191203902  
**Case Caption:** SOUTHEAST POWER GROUP, INC. VS SAP AMERICA, INC.  
**Filing Date:** Monday , December 30th, 2019  
**Court:** MAJOR JURY-COMPLEX  
**Location:** City Hall  
**Jury:** JURY  
**Case Type:** LIBEL, SLANDER, MISREPRESENT  
**Status:** WAITING TO LIST CASE MGMT CONF

**Related Cases***No related cases were found.***Case Event Schedule***No case events were found.***Case motions***No case motions were found.***Case Parties**


Seq #	Assoc	Expn Date	Type	Name
1			ATTORNEY FOR PLAINTIFF	BOOTIER, MICHAEL W
<b>Address:</b>	BUCHANAN INGERSOLL & ROONEY PC TWO LIBERTY PLACE 50 S. 16TH STREET, STE 3200 PHILADELPHIA PA 19103 (215)665-3833		<b>Aliases:</b>	<i>none</i>
2	1		PLAINTIFF	SOUTHEAST POWER GROUP INC

1/6/2020

## Civil Docket Report


<b>Address:</b>	5820 N.W. 84TH AVENUE MIAMI FL 33166	<b>Aliases:</b>	SOUTHEAST DIESEL CORPORATION	
3			DEFENDANT	SAP AMERICA INC
<b>Address:</b>	3999 WEST CHESTER PIKE NEWTOWN SQUARE PA 19073	<b>Aliases:</b>	none	
4		05-JAN-2020	TEAM LEADER	NEW, ARNOLD L
<b>Address:</b>	606 CITY HALL PHILADELPHIA PA 19107 (215)686-7260	<b>Aliases:</b>	none	
5			TEAM LEADER	ANDERS, DANIEL J
<b>Address:</b>	ROOM 292 CITY HALL PHILADELPHIA PA 19107	<b>Aliases:</b>	none	

**Docket Entries**

Filing Date/Time	Docket Type	Filing Party	Disposition Amount	Approval/Entry Date
30-DEC-2019 02:09 PM	ACTIVE CASE			30-DEC-2019 03:45 PM
<b>Docket Entry:</b>	E-Filing Number: 1912065019			
30-DEC-2019 02:09 PM	COMMENCEMENT CIVIL ACTION JURY	BOOTIER, MICHAEL W		30-DEC-2019 03:45 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">Final Cover</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	none.			
30-DEC-2019 02:09 PM	COMPLAINT FILED NOTICE GIVEN	BOOTIER, MICHAEL W		30-DEC-2019 03:45 PM

1/6/2020

## Civil Docket Report

<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents Southeast- Complaint with Jury Demand (Pennsylvania case).pdf</a>			 <b>Click HERE to purchase all documents related to this one docket entry</b>
<b>Docket Entry:</b>	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED.			
30-DEC-2019 02:09 PM	JURY TRIAL PERFECTED	BOOTIER, MICHAEL W		30-DEC-2019 03:45 PM
<b>Docket Entry:</b>	12 JURORS REQUESTED.			
30-DEC-2019 02:09 PM	WAITING TO LIST CASE MGMT CONF	BOOTIER, MICHAEL W		30-DEC-2019 03:45 PM
<b>Docket Entry:</b>	none.			

[► Case Description](#)[► Related Cases](#)[► Event Schedule](#)[► Case Parties](#)[► Docket Entries](#)[Search Home](#)

## EXHIBIT 4

IN THE COURT OF COMMON PLEAS,  
PHILADELPHIA COUNTY,  
PENNSYLVANIA

CASE NO. 191203902

SOUTHEAST POWER GROUP, INC., a/k/a	)
SOUTHEAST DIESEL CORP., a Florida	)
Corporation,	)
Plaintiff,	)
v.	)
SAP America, Inc., a Delaware Corporation,	)
Defendant.	)

**NOTICE OF FILING NOTICE OF REMOVAL**

TO THE PROTHONOTARY:

Defendant SAP America, Inc. files herewith this certified copy of its Notice of Removal filed with the United States District Court for the Eastern District of Pennsylvania on January 21, 2020.

Date: January 21, 2020

Respectfully submitted,

By: /s/ Isaac Binkovitz

Gregory J. Star (Pa. ID 89389)  
Isaac A. Binkovitz (Pa. ID 322766)  
**COZEN O'CONNOR, P.C.**  
1650 Market Street, Suite 2800  
Philadelphia, PA 19103  
T: 215-665-5506  
F: 215-701-2433  
[gstar@cozen.com](mailto:gstar@cozen.com)  
[ibinkovitz@cozen.com](mailto:ibinkovitz@cozen.com)

*Counsel for Defendant/Petitioner, SAP  
America, Inc.*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed via the Court's e-filing system this 21<sup>st</sup> day of January 2020, and served on the following in the manner identified below:

Michael W. Bootier, Esq.  
Matthew T. Corso, Esq.  
Lauren E. Pezor, Esq.  
Email: [matthew.corso@bipc.com](mailto:matthew.corso@bipc.com)  
[michael.bootier@bipc.com](mailto:michael.bootier@bipc.com)  
[mauren.pexor@bipc.com](mailto:mauren.pexor@bipc.com)

**BUCHANAN INGERSOLL & ROONEY PC**

Two Liberty Place  
50 S. 16<sup>th</sup> Street, Suite 3200  
Philadelphia, PA 19102  
Telephone: (215) 665-8700  
Facsimile: (215) 665-8760

Peter M. Feaman, Esq.  
Email: [service@feamanlaw.com](mailto:service@feamanlaw.com)  
[mkoskey@feamanlaw.com](mailto:mkoskey@feamanlaw.com)

**PETER M. FEAMAN, P.A.**

3695 Boynton Beach Blvd., Suite 9  
Boynton Beach, FL 33436  
Telephone No. (561) 734-5552  
Facsimile No. (561) 743-5554

*Counsel for Plaintiff, Southeast Power Group, Inc., f/k/a Southeast Diesel Corp.  
Via e-filing and electronic mail*

By: /s/ Isaac Binkovitz  
Isaac A. Binkovitz